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|--|--|--|---------------------|--|----------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE 1 OF 97 | | |
| 2. AMENDMENT/MODIFICATION NO. PS06 | | 3. EFFECTIVE DATE See block 16 | | 4. REQUISITION/PURCHASE REQ. NO. 21484058 | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY GSA/FEDSIM Acquisition (QF0BBA) 1800 F Street, NW, 3100 Washington, DC 20405 Contract Specialist Name: Frank P Bottalico Contract Specialist Phone: 703-605-3622 | | CODE AJ000 | | 7. ADMINISTERED BY (If other than item 6) | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code) CACI-WGI, INC. 8618 WESTWOOD CENTER DR STE 200 VIENNA, VA, 221822222 Phone: (703) 749-9134 Fax: (703) 356-3858 | | | | (X) | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X | | 10A. MODIFICATION OF CONTRACT/ORDER NO. GST0012AJ0037 / GSQ0014AJ0044 | |
| | | | | | | 10B. DATED (SEE ITEM 13) 05/27/2014 | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledge receipt of this amendment on each of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) 299X.A00VR290.F2.25.C01.H08 Total Amount of MOD: \$359,746.07 | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR CLAUSE 52.243-2 (Apr 1984) Changes - Cost Reimbursement - Alt I | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification, PS06, is to make administrative changes to the Task Order, to increase the estimated ceiling for CLIN 0002 (Travel) and CLIN 0004 (ODCs), to incrementally fund CLIN 0001 (Labor), CLIN 0002 (Travel), and CLIN 0004 (ODCs). PS06 is also revising the ATPOC from Michael Buck to Clint Mundinger, revises the Request to Initiate Purchase template, to update clauses in Section I and revise the deployment locations in Section J, attachment S. Please see the attached SF30 Continuation Page and conformed Task Order. | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) | | | |
| 15B. CONTRACTOR (b) (6) (Signat | | 15C. DATE SIGNED 28SEP2015 | | 16B. UNITED STATES OF AMERICA (b) (6) | | 16C. DATE SIGNED | |

| Line Item Summary | | | | | | | |
|-------------------|-----------------------------|----------------------------|-------------|-------------------|------------------------|-------------------------|-------------------------|
| ITEM NO. (A) | SUPPLIES OR SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | Rev. Ext. Price (F) | Prev. Ext. Price (G) | Amount Of Change (H) |
| 0001 | Base Period Labor | 1.0 | lot | (b) (4) | | | |
| 0002 | Base Period Travel | 1.0 | lot | | | | |
| 0003 | Base Period Tools | 1.0 | lot | | | | |
| 0004 | Base Period ODCs | 1.0 | lot | | | | |
| TOTALS: | | | | | \$47,039,375.07 | \$46,679,629.00 | \$359,746.07 |

Purpose of Modification

1. Administrative changes to Task Order.
2. Increase Task Order Ceiling for Travel and ODCs.
3. Incrementally fund the Base Period in the amount of \$359,746.07.
4. Change ATPOC from Michael Buck to Clint Munding.
5. To revise Joint IED Defeat Organization (JIEDDO) terminology to Joint Improvised-Threat Defeat Agency (JIDA).
6. To incorporate revised purchase templates.
7. Update the Task Order FAR Clauses.
8. To add deployment locations to Section J, Attachment S.

Modification Summary

1. Administrative Changes to the Task Order

The following administrative changes have been made to the Task Order:

- The Cover Page has been revised to add the date of revision and Modification Number.
- All Pages have been revised to reflect Modification PS06 in the Footer.

2. Increase Ceiling for CLINs 0002 (Travel) and 0004 (ODCs)

- Not (b) (4)

3. Incrementally fund the Base Period

The Base Period is being incrementally funded in the amount of \$359,746.07 as follows:

(b) (4)

4. Change ATPOC from Michael Buck to Clint Munding

The Technical Operations Alternate Technical Point of Contact (ATPOC) has changed from Michael Buck to Clint Munding.

5. Revise Joint IED Defeat Organization (JIEDDO) terminology to Joint Improvised-Threat Defeat Agency (JIDA)

Throughout the Task Order, the Joint Improvised Explosive Device Defeat Organization (JEIDDO) terminology has been replaced with Joint Improvised-Threat Defeat Agency (JIDA).

6. Incorporate Revised Purchase Templates

- The revised Consent to Purchase template has been incorporated as attachment D.
- The revised Request to Initiate Purchase has been incorporated as attachment E.

7. Update the Task Order FAR Clauses

Section I has been updated to include clauses that were incorporated by reference, that were outdated from time of inception of the IDIQ, and those clauses which are required to be in full text, previously incorporated by reference.

8. Add Deployment Locations To Section J, Attachment S

- North Kabul International Airport (NKIA)

Contract Number: GST0012AJ0037

Task Order: GSQ0014AJ0044, Modification PS06

Block 14, Description, Continued:

- Camp Morehead, Afghanistan
- U.S. Camps in Afghanistan
- U.S. Camps in Erbil, Iraq
- Camp Arifjan, Kuwait
- Naval Support Activity Bahrain
- U.S. Camps in Qatar
- U.S. Camps in Turkey

Summary of Cost Impact of Above Changes

1. The total obligated amount of the Task Order Base Period has increased in the amount of \$359,746.07 from \$46,679,629.00 to \$47,039,375.07.
2. The total maximum ceiling amount under the Task Order increases by \$1,050,000.00 from \$149,571,257.87 to not-to-exceed \$150,621,257.87.

Changes are reflected in a revised Task Order. Changes in the Task Order are indicated by a vertical, black 'change bar' along the right hand margin. Except as noted herein, all other terms and conditions of this contract shall remain in full force and effect.

– End of Modification -

Task Order GSQ0014AJ0044

TOS 2015-32826

Mod PS06

September 28, 2015

**JIDA Special Operations Forces Support Teams (SOF ST)
in support of:**

Joint Improvised-Threat Defeat Agency (JIDA)



GSQ0014AJ0044

**Issued to: CACI, Wexford Group International (CACI/WGI) Inc.
May 27, 2014**

Multiple Award IDIQ Contract GST0012AJ0037

Conducted under FAR 16.5

Issued by:

**The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405**

FEDSIM Project Number: DE00677/10053DEM

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The work shall be performed in accordance with all Sections of this TO and the Contractor's Basic Contract. An acronym listing to support this Task Order (TO) is included in Section J, Attachment N.

B.2 ORDER TYPES

The contractor shall perform the effort required by this TO on a Cost-Plus-Fixed-Fee (CPFF) TERM basis for Mandatory CLINs 0001, 1001, 2001 and for Optional CLINs 1002, 2002; Cost Reimbursable with Not-to-Exceed (NTE) basis for CLINs 0002, 1003, 2003 and CLINs 0003, 1004, 2004 and for CLINs 0004, 1005, 2005; and a Firm Fixed Price basis for CLINs 0005, 1006, 2006. The work shall be performed in accordance with all Sections of this TO and Basic Contract, under which the TO is awarded.

B.3 SERVICES AND PRICES/COSTS

Long distance travel is defined as travel over 50 miles from JIDA Headquarters. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

| | |
|------|---------------------------|
| CLIN | Contract Line Item Number |
| CPFF | Cost-Plus-Fixed-Fee |
| FFP | Firm-Fixed-Price |
| NTE | Not-to-Exceed |
| ODC | Other Direct Cost |

B.3.1 BASE PERIOD (18 Months): May 27, 2014 through June 10, 2014 and September 18, 2014 through March 4, 2016

MANDATORY LABOR CLIN - CPFF TERM

| CLIN | Description | Level of Effort/ Hrs | Cost | Fixed Fee | Total Cost Plus Fixed Fee |
|------|---|-------------------------|---------|-----------|---------------------------|
| 0001 | Tasks 1 (not including subtask 1.1), 2, and 4 Labor | (b) (4) | (b) (4) | (b) (4) | (b) (4) |

COST REIMBURSEABLE TRAVEL IAW FTR, TOOLS AND ODCs CLINs

| CLIN | Description | | Total Ceiling Price |
|------|---|-----|---------------------|
| 0002 | Long Distance Travel Including Indirect Handling Rate (b) (4) | NTE | (b) (4) |
| 0003 | Tools Including Indirect Handling Rate (b) (4) | NTE | |
| 0004 | ODCs Including Indirect Handling Rate (b) (4) | NTE | |

LABOR CLIN (FFP)

| CLIN | Description | Qty | Unit | Total Firm Fixed Price |
|------|--|-----|------|------------------------|
| 0005 | Accounting for Contractor Services (Task 1, Subtask 1.1) | 1 | JB | (b) (4) |

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

GRAND TOTAL BASE PERIOD CPFF MANDATORY LABOR CLINS:
GRAND TOTAL BASE PERIOD CPFF OPTIONAL LABOR CLIN:
GRAND TOTAL BASE PERIOD CR CLINS:
GRAND TOTAL BASE PERIOD FFP LABOR CLINS:
GRAND TOTAL BASE PERIOD ALL CLINS:

(b) (4)

\$58,352,751.66

B.3.2 OPTION PERIOD 1 (12 Months): March 5, 2016 through March 4, 2017

MANDATORY LABOR CLIN - CPFF TERM

| CLIN | Description | Level of Effort/Hrs | Cost | Fixed Fee | Total Cost Plus Fixed Fee |
|------|---|---------------------|---------|-----------|---------------------------|
| 1001 | Tasks 1 (not including subtask 1.1), 2, and 4 Labor | (b) (4) | (b) (4) | | (b) (4) |

OPTIONAL LABOR CLIN - CPFF TERM

| CLIN | Description | Level of Effort/Hrs | Cost | Fixed Fee | Total Cost Plus Fixed Fee |
|------|------------------------|---------------------|------|-----------|---------------------------|
| 1002 | Task 3 Labor - (Surge) | (b) (4) | | | (b) (4) |

COST REIMBURSEABLE TRAVEL IAW FTR, TOOLS AND ODCs CLINS

| CLIN | Description | | Total Ceiling Price |
|------|---|-----|---------------------|
| 1003 | Long Distance Travel Including Indirect Handling Rate (b) (4) | NTE | (b) (4) |
| 1004 | Tools Including Indirect Handling Rate (b) (4) | NTE | |
| 1005 | ODCs Including Indirect Handling Rate (b) (4) | NTE | |

LABOR CLIN (FFP)

| CLIN | Description | Qty | Unit | Total Firm Fixed Price |
|------|--|-----|------|------------------------|
| 1006 | Accounting for Contractor Services (Task 1, Subtask 1.1) | 1 | JB | (b) (4) |

GRAND TOTAL OPTION PERIOD 1 CPFF MANDATORY LABOR CLINS
GRAND TOTAL OPTION PERIOD 1 CPFF OPTIONAL LABOR CLIN:
GRAND TOTAL OPTION PERIOD 1 CR CLINS:
GRAND TOTAL OPTION PERIOD 1 FFP LABOR CLINS:
GRAND TOTAL OPTION PERIOD 1 ALL CLINS:

(b) (4)

B.3.3 OPTION PERIOD 2 (12 Months): March 5, 2017 through March 4, 2018

MANDATORY LABOR CLIN - CPFF TERM

| CLIN | Description | Level of Effort/ No. of Hours | Cost | Fixed Fee | Total Cost Plus Fixed Fee |
|------|---|-------------------------------|------|-----------|---------------------------|
| 2001 | Tasks 1 (not including subtask 1.1), 2, and 4 Labor | (b) (4) | | | |

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

OPTIONAL LABOR CLIN - CPFF TERM

| CLIN | Description | Level of Effort/Hours | Cost | Fixed Fee | Total Cost Plus Fixed Fee |
|------|------------------------|-----------------------|------|-----------|---------------------------|
| 2002 | Task 3 Labor - (Surge) | (b) (4) | | | |

COST REIMBURSEABLE TRAVEL IAW FTR, TOOLS AND ODCs CLINs

| CLIN | Description | | Total Ceiling Price |
|------|---|-----|---------------------|
| 2003 | Long Distance Travel Including Indirect Handling Rate (b) (4) | NTE | (b) (4) |
| 2004 | Tools Including Indirect Handling Rate (b) (4) | NTE | |
| 2005 | ODCs Including Indirect Handling Rate (b) (4) | NTE | |

LABOR CLIN (FFP)

| CLIN | Description | Qty | Unit | Total Firm Fixed Price |
|------|--|-----|------|------------------------|
| 2006 | Accounting for Contractor Services (Task 1, Subtask 1.1) | 1 | JB | (b) (4) |

GRAND TOTAL OPTION PERIOD 2 CPFF MANDATORY LABOR CLINs:

GRAND TOTAL OPTION PERIOD 2 CPFF OPTIONAL LABOR CLIN:

GRAND TOTAL OPTION PERIOD 2 CR CLINs:

GRAND TOTAL OPTION PERIOD 2 FFP LABOR CLINs:

GRAND TOTAL OPTION PERIOD 2 ALL CLINs:

**GRAND TOTAL BASE PERIOD, OPTION PERIOD 1 AND
OPTION PERIOD 2 (ALL CLINs):**

\$150,621,257.87

CONTRACTOR ACCOUNTING FOR CONTRACT SERVICES

The costs to be reported under this CLIN are those associated with the reporting requirements specified in **Section C.4.1** and relate to this TO only.

B.5 DIRECT LABOR RATES

Labor categories proposed shall be mapped to existing JIDA OPS IDIQ labor categories.

B.6 Deleted

B.7 INCREMENTAL FUNDING

**B.7.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S
OBLIGATION**

Incremental funding for CLINs 0001 through 0005 is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs will be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the CLINs is from award through **March 4, 2016**. The TO will be modified to add funds incrementally up to the maximum of \$150,621,257.87 over the performance period of this TO. These allotments constitute the

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

Incremental Funding Chart for CPFF

See Attachment T for Incremental Funding Chart

B.8 ESTIMATED FIXED FEE AND PAYMENT

When the work required under any CLIN is completed, and that work is within the total estimated cost shown above, the Contractor shall be entitled to payment of fixed fee for that CLIN. The Contractor may present, with his monthly vouchers for costs, a fee voucher in an amount bearing the same percentage of fixed fee as the certification of incurred costs bears to the total estimated cost for each CLIN. However, after payment of eighty-five percent (85%) of the fixed fee for the total task order, the Contracting Officer (CO) may withhold further payment of fixed fee until a reserve shall have been set aside in an amount which the CO considers necessary to protect the interest of the Government. This reserve shall not exceed fifteen percent (15%) of the total fixed or one hundred thousand dollars (\$100,000), whichever is less.

SECTION C –PERFORMANCE-BASED STATEMENT OF WORK

C.1 PURPOSE

The purpose of this task order is to provide the Joint Improvised- Threat Defeat Agency (JIDA) with expertise in operational level military operations, intelligence, data fusion, and analysis to support U.S. Special Operations Forces (SOF) in operations throughout the globe to eliminate or neutralize enemy insurgent networks that threaten US interests and employ IEDs.

C.2 BACKGROUND

The Joint IED Defeat Organization was established as a Deputy Secretary of Defense (DEPSECDEF) initiative to rapidly provide solutions to defeat the Enemy's IED Campaign and to save the lives of deployed service members who are fighting insurgent networks that employ IEDs as a strategic weapon of choice. On March 11, 2015, the Department of Defense approved JIEDDO's establishment as a permanent Combat Support Agency (CSA). JIEDDO has been realigned under the direction and control of Undersecretary of Defense for Acquisition, Technology, and Logistics. The new name for the organization is the Joint Improvised-Threat Defeat Agency (JIDA). In support of all Combatant Commands (COCOM), the JIDA harnesses, amasses, and fuses information, analysis, technology, interagency collaboration, and training support to enable more precise attacks to defeat violent extremist networks. The JIDA is prepared to provide analytical support and enemy network information to other U.S. Government Organizations, and Coalition partners.

The JIDA was established to innovatively gather, harness, and fuse information, analysis, and technology to empower Combatant Commanders (CCMDs) and deployed warfighters worldwide with the insight needed to predict, preempt, and defeat IED threats. JIDA enables and facilitates inter-agency and multinational collaboration for offensive operations against complex networks. These networks have developed over years and are overlapping and not confined by geographical or jurisdictional boundaries. Networks may be local, regional, or global. Networks may include personnel, cultural, tribal, religious, political, power broker, hawala, criminal, financial, commodity/service exchange, and other relationships.

JIDA applies significant intelligence and operations fusion capabilities to conduct and sustain analytical support keyed to Combatant Commander and Warfighter operational requirements and timelines, and to the JIDA enterprise. The JIDA goals are to establish and maintain a global operational and intelligence picture of violent extremist networks and to conduct analysis to produce multi-layered, multi-intelligence fused products. These products assist the CCMDs in planning both kinetic and non-kinetic attacks on violent extremist networks. To achieve these goals, JIDA's reach-back capabilities include Operations Integrators and Intelligence Analysts (All-Source, IMINT, HUMINT, MASINT, GMTI, OSINT, and Geo-Spatial Analysis capabilities) that integrate with Signature Analysis, Crime Pattern Analysis, Operations Research, Law Enforcement, Network Analysis, Document and Media Exploitation (DOMEX), and Detainee Exploitation Support to conduct and support operations in the areas of intelligence, operations, irregular warfare analysis, operations research, and training. Expertise is also provided in the areas of inter-agency sanctions and entity designations on threat-identified individuals, companies, or organizations, the outputs of which must be actionable US Government and multinational inter-agency intelligence packages for non-kinetic targeting.

The JIDA global concept of operations is the product of a continuous improvement process to ensure that lessons learned from recent deployments are factored into the current analysis of C-

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

IED activities and events. JIDA has developed a task-organized method of providing analytical support capabilities. Deployable analysts and subject matter experts address the breadth and depth of required analytical support. The composition of each analytical team is uniquely comprised based upon the mission and requirements of the supported Commander. For each deployed subject matter expert, there are subject matter experts working from CONUS to perform supporting analytical and training reach-back tasks, including pre-deployment preparation for follow-on teams. While functioning in CONUS providing reach-back support, the members work within JIDA to focus on specific geographic locations or missions and integrate, fuse and produce operational AtN analysis to respond to Requests for Support (RFSs) from deployed forces.

C.3 SCOPE

The Contractor shall provide analytical services and support to the JIDA for the following tasks and desired outcomes. This task order includes deployment to OCONUS locations and hazardous duty/combat zones.

The desired outcome of this task order is to provide SOF commands with intelligence to enable the SOF to eliminate or neutralize enemy insurgent networks that threaten US interests through the employment of IEDs. This outcome is expected to be achieved, in part, by rapidly deploying expert Special Operations Forces Support Teams (SOF ST) to support SOF with the operations and intelligence analytical data to enable SOF to disrupt and neutralize insurgent cells and networks along with associated logistics and related command and control capabilities. Reach-back and training capabilities at the JIDA and other information fusion centers is also leveraged to augment the deployed Contractor support teams. Outputs of this task order are actionable US Government and multinational inter-agency intelligence packages for kinetic and non-kinetic targeting.

C.4 TASKS

The following describes the services required for each Task. The Contractor shall provide products and services in a timely and cost effective manner and shall deliver the Desired Outcomes as described below, as well as additional information in the Performance Requirements Summary (PRS) in **Section J, Attachment O**.

C.4.1 TASK 1 – PROVIDE PROGRAM MANAGEMENT

Desired Outcome: The Contractor achieves the Desired Outcomes of this Task Order and delivers performance within cost and schedule constraints.

The Contractor shall provide all necessary program management support and Contractor personnel resources necessary for the support of this task order. This includes the management and oversight of all activities performed by Contractor personnel, including subcontractors, to satisfy the requirements identified in this task order.

The Contractor shall provide a Program Manager (PM) to serve as the primary interface and point of contact with the Contracting Officer Representative (COR) and the Technical Point of Contact (TPOC). The Contractor PM shall be responsible for managing and overseeing the

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

activities of all Contractor personnel as well as subcontractor/teaming partner efforts used in the performance of this effort and contained in this task order.

The Contractor shall institute and maintain management and quality processes and methodologies that ensure that the performance is obtained within cost and schedule constraints of the task order. Should the Contractor encounter any technical, financial, personnel, or general managerial problems throughout the contract period of performance, the Contractor shall immediately contact the COR and TPOC.

C.4.1.1 SUBTASK 1.1 – ACCOUNTING FOR CONTRACT SERVICES

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collections site where the Contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor is required to provide the Annual Contractor Manpower Report (**See Section F.4, Deliverable 01**) by completely filling in all the information in the format using the following web address <https://cmra.army.mil>). The required information includes:

- a. Contracting Office (CO), COR, TPOC
- b. Contract number
- c. Beginning and ending dates covered by reporting period
- d. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data
- e. Estimated direct labor hours (including subcontractors)
- f. Estimated direct labor hours paid this reporting period (including subcontractors)
- g. Total payments (including subcontractors)
- h. Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each subcontractor if different)
- i. Estimated data collection cost
- j. Organizational title associated with the Unique Identification Code (UIC) for the Army Requiring Activity. (The Army requiring activity is responsible for provided the Contractor with its UIC for the purposes of reporting this information.)
- k. Locations where Contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, and when in an overseas location, using standardized nomenclature provided on the website)
- l. Presence of deployment or contingency contract language
- m. Number of Contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the Contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance, not to exceed 12 months ending September 30 of each government fiscal year and must be reported by October 31 of each calendar year or at the end of the contract, whichever comes first. Contractors may use XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

C.4.1.2 SUBTASK 1.2 – COORDINATE THE KICKOFF MEETING

The Contractor shall schedule and coordinate a Task Order Kick-Off Meeting within five (5) business days after the award of the task order. The meeting shall include the following topics and will provide the opportunity to discuss technical, management, contractual, and security issues, as well as, travel authorization and reporting procedures. At a minimum, the attendees shall include key Contractor personnel, representatives from the JIDA, other key Government personnel, the TPOC and the COR. The Contractor shall provide a Task Order Kick off Agenda (See Section F.4, Deliverable 02) for presentation that will include the following:

- a. Introduction of task order team members and capabilities
- b. Overview of task order scope, schedule, and deliverables
- c. Security requirements/access procedures
- d. Invoice procedures
- e. Points of contact
- f. Other logistics issues
- g. Review of schedule
- h. Additional issues or concerns

The Contractor shall provide a draft copy of the agenda for review and approval by the TPOC and the COR prior to finalizing. The Government will provide the Contractor with the number of participants for the kick off meeting and the Contractor shall provide sufficient copies of the presentation for all present.

C.4.1.3 SUBTASK 1.3 – PROVIDE TRIP REPORTS

The Contractor shall follow JIDA travel approval procedures. All travel is to be approved in advance by the COR. The Contractor shall submit Trip Reports (See Section F.4, Deliverable 03) after completion of a trip for all authorized travel. The Trip Report shall include the following information:

- a. Names of personnel who traveled
- b. Dates of travel
- c. Destination(s)
- d. Purpose of Trip; (be specific – why, purpose, outcome/next recommended actions)
- e. Actual Trip Costs
- f. Approval Authority (Copy of the document authorizing travel by Government official)
- g. Summary of events.

The Contractor shall reconcile the Trip Reports with each invoice such that they can be matched month by month.

C.4.1.4 SUBTASK 1.4 – PROVIDE CONTRACT MONTHLY STATUS REPORT

The Contractor shall deliver a Monthly Status Report and Invoice (MSR) (See Section F.4, Deliverable 04) via electronic mail to the COR and TPOC. The MSR shall provide the following information at a minimum:

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

- a. Work accomplished during the reporting period, including specific discussions of each of the goals and objectives projected for the reporting period in the previous monthly status report.
- b. Travel costs previously projected for the month, actual travel costs for the month, planned travel costs for the following month, and Trip Reports for travel completed during the reporting period.
- c. Total number of standard hours worked, the number of hours worked beyond a forty hour work week, overtime costs for the month, and a copy of the overtime authorization by the COR
- d. Cost Performance Reports
- e. Cost Funds Status Report
- f. Program issues, risks and mitigation plans
- g. Work (goals and objectives) projected for the next reporting period
- h. A personnel roster of individuals required for performance of the task order, whether each is a Full Time Equivalent (FTE) or a fraction of an FTE, and whether each requires physical access to the JIDA facility.
- i. List of deliverables provided (identify by title, deliverable number, date of approval and network location). If classified deliverable, the Contractor shall develop a numbering/identification scheme).
- j. A draft copy of the monthly invoice

C.4.1.5 SUBTASK 1.5 – PROVIDE INTEGRATED PROGRAM REVIEWS (IPR)

The Contractor shall provide task order status during JIDA's monthly Integrated Program Review (IPR) (See **Section F.4, Deliverable 05**), to the COR, TPOC, and other Government stakeholders. The Contractor shall provide briefings to describe specific initiatives, both ongoing and completed, throughout the period of performance and the financial status of the task order.

C.4.1.6 SUBTASK 1.6 – PARTICIPATE IN TECHNICAL MEETINGS

The Contractor shall participate in technical working groups, interchange meetings, program management reviews, and support technical requirements review meetings throughout the period of performance. The Contractor shall also develop Briefing/Presentation Materials, Reports, and Plans (See **Section F, Deliverable 06**) to communicate contract status and issues to JIDA and other stakeholders as appropriate.

C.4.1.7 SUBTASK 1.7 – PREPARE PROJECT MANAGEMENT PLAN (PMP)

The Contractor shall prepare and update as needed a Project Management Plan (PMP) (See **Section F.4, Deliverable 07**) providing the following:

- a. The technical and management approach
- b. Standards followed
- c. Overall work breakdown structure (WBS) and associated responsibilities and partnerships between Government organizations
- d. The Contractor's Quality Control Plan (QCP)
- e. An Integrated Master Schedule (IMS) for the Task Order. The Contractor shall develop and maintain an Integrated Master Schedule (See **Section F.4, Deliverable 08**) by logically networking detailed task order activities. The schedule shall contain the planned events and

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

milestones, accomplishments, entrance and exit criteria, and activities from task order award to the completion of the task order. The Contractor shall quantify risks in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS activity and event.

C.4.1.8 SUBTASK 1.8 – PREPARE TECHNICAL REPORTS

The Contractor shall prepare Technical Reports (See Section F.4, Deliverable 09) as requested by the TPOC or COR related to issues generated during the performance of the requirements of the contract. The reports will be reviewed by the TPOC and COR and comments will be provided. The Contractor shall resolve the comments to the satisfaction of the Government and produce updated technical reports. The Contractor shall prepare a final technical report at the completion of specific tasks.

C.4.1.9 SUBTASK 1.9 – CONDUCT PROJECT MEETINGS

The Contractor shall schedule and conduct Task Order-related Meetings (See Section F.4, Deliverable 10) IAW with the IMS and the PMP.

C.4.1.10 SUBTASK 1.10 – PROVIDE PROJECT BRIEFINGS

The Contractor shall provide Project Briefings on technical and management issues related to the requirements of the contract, to the TPOC, the COR, and others as approved by the COR.

C.4.2 TASK 2 - PROVIDE DEPLOYABLE C-IED SUPPORT TEAMS FOR SPECIAL OPERATIONS FORCES

Desired Outcomes:

1. JIDA satisfies 100% of the approved support team demand from field operating Commanders for advisory support for C-IED and AtN operations.
2. Operations and intelligence fusion, analysis, training, and “sensitive activity support” to the m, Combatant Commanders, and coalition partners enables freedom of maneuver from IEDs and enhance a collective ability to counter threat networks and supporting activities (Goal 2, JIDA Strategic Plan 2012-2016).
3. Provide and maintain trained and experienced experts to support an analytical capability and a rotational base for the forward element (reach-back).

The Contractor shall provide specialized operations and intelligence analysis to Special Operations Forces in CONUS and OCONUS (including hazardous duty/combat zones) to facilitate the SOF’s operations to disrupt, dismantle, defeat or otherwise neutralize enemy insurgent networks that threaten US interests and employ IEDs. The Contractor shall conduct operations and analysis in accordance with tactics, techniques, and procedures (TTP) utilized by U.S. Special Operations Command (USSOCOM), U.S. Army Special Operations Command (USASOC), Naval Special Warfare Command (NAVSPECWAR), Joint Special Operations Command (JSOC), and Marine Special Operations Command (MARSOC). The Contractor shall provide Reports and Briefings (See Section F.4, Deliverable 09) to support this Task Area. Specifically, the Contractor shall:

SECTION C –PERFORMANCE-BASED STATEMENT OF WORK

- a. Provide operations advice to Theater Special Operations Commands (TSOCs) and deployed SOF commanders and staff on all activities concerning planning, and synchronization of JIDA support to deployed SOF elements. The Contractor shall coordinate SOF requests for JIDA support with other JIDA deployed assets and the JIDA. The Contractor shall ensure SOF personnel are informed of all current and emerging JIDA processes, methodologies, and TTPs for attacking networks that utilize IEDs. The Contractor shall provide advice to SOF Commanders and staff on how to best integrate JIDA capabilities into their ongoing operations and analytical efforts. The Contractor shall conduct C-IED and AtN studies (See Section F.4, Deliverable 09) as may be identified by the TPOC to identify issues and to provide alternatives for issue resolution.
- b. Provide expertise in SOF military operations-intelligence fusion and analysis to support deployed U.S. Special Operations Forces in C-IED and AtN operations in all Geographic Combatant Command (GCC) Areas of Responsibility (AORs).
- c. Provide operations and integration advice to each service Special Operations Command by supporting each command to integrate JIDA and SOF-TF capabilities into command C-IED and AtN efforts.
- d. Provide experts in C-IED and AtN operations, intelligence, qualitative and quantitative analysis, training, information technology, and special operations who are capable of employing advanced tools for C-IED and AtN information collection and analysis to enhance the ability of deployed forces to eliminate or neutralize enemy insurgent networks that threaten US interests and that employ IEDs.
- e. Use a suite of JIDA-supplied computer, communications equipment, and analytical tools and methodologies to provide analysis for C-IED and AtN operations as provided in the AtN Analytics Program (A3P) training. Descriptive material is available on the JIDA Portal (See Section J, Attachment Q Government Furnished Information).
- f. Organize teams of individuals with the variety and mix of expertise required to respond to RFS assignments from the TPOC, and collaborate with other JIDA analytical teams in the conduct of C-IED and AtN operations.
- g. Provide senior team leaders, with expertise in more than one intelligence discipline (e.g., All Source Intelligence analysts), to direct and manage team production requirements including content, analysis, presentation, and follow-up with requestors.
- h. Participate in production, indications and warnings, collection management, targeting, imagery, network analysis, counterintelligence, counter-terrorism, information operations, foreign disclosure, international engagements and threat analysis activities. Initiate and conduct research efforts; plan, and coordinate and synthesize research to produce all source intelligence products/responses.
- i. Provide intelligence and forensic analysis in the areas of indications and warnings analysis, collection management, targeting, imagery, network analysis, moving target indications, backtracking, counterintelligence, counter-terrorism, foreign disclosure, international engagements and threat analysis.
- j. Produce Intelligence and Fusion Products (**Section F Deliverable 09**) that conform to organizational, community, intelligence oversight, and regulatory requirements (e.g., Executive Order 12333 and DOD Regulation 5240.1-R); that assess facts, threat intents, cultural behavioral norms, implications of the environment, and friendly as well as adversarial involvement in that environment; that integrate existing national level products and databases to provide an enhanced level of information support; and that predict the accurate identification of adversarial intent, capabilities, vulnerabilities, and potential threat courses of action.

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- k. Conduct multi-layered, multi-intelligence analysis in cooperation with other JIDA analytical teams to define and assess patterns of human enemy network activities for support of C-IED and AtN operations.
- l. Identify C-IED and AtN capability gaps and provide recommendations on potential solutions.
- m. Provide exploitation and asymmetric threat analysis related to IEDs that includes the identification, development and integration of countermeasure technologies, and the potential optimized employment of Intelligence, Surveillance, and Reconnaissance (ISR) assets to support C-IED and AtN operations.
- n. Maintain liaison within the intelligence community and develop analyst-to-analyst communications with operational and tactical consumers of intelligence to incorporate all analytic strengths presented by participating agencies, organizational activities, and available technology into the intelligence products.
- o. Provide specialized expertise in military operations for interaction directly between unit Commanders and JIDA during the development of intelligence products to fuse the operational and intelligence information available and to provide an operational perspective throughout the operational planning cycle.
- p. Provide specialized expertise in qualitative and quantitative analysis to provide an analytically derived, empirically supported, quantitative basis for decisions regarding targeting and other options to enhance the operational effectiveness of network attack efforts.
- q. Contribute to a knowledge base of current and emerging JIDA capabilities across all Lines of Operations (LOOs), in order to provide expertise and awareness of all JIDA combat multipliers for the supported commands and organizations.
- r. Provide an open source analytical capability that provides real-time situational understanding of threat networks employing, or facilitating the use of IEDs in areas where US intelligence collection capabilities are limited or data is unavailable. Employ social media tools to passively collect, organize, analyze and report on publicly available, unclassified, open source data. The Contractor shall provide open source/social media reporting to support the HUMINT disciplines. Using only passive, non-intrusive techniques and commercial-off-the-shelf tools and information sources, reporting must effectively spot, assess, analyze, and report on social media trends, events and key communicators. The Contractor shall provide analysis with relevant operational targeting, source development and management. The Contractor shall employ both purpose-built, customer-tailored tools and best practices developed from intelligence tradecraft to systematically examine and integrate traditional and non-traditional data sets. The Contractor shall provide output that will be targeted and fused analytical products that reports on virtual source networks, trends, indicators and warnings and finished products that contribute to Attack the Network operations against IED networks.
- s. The Contractor shall provide subject matter expertise to the JIDA Director on all SOF-related matters and shall perform as the primary point of contact responsible for coordinating and synchronizing JIDA support to SOF units. Specifically, the Contractor shall:
 - 1. Leverage appropriate JIDA capabilities in support of CIED efforts through an understanding of deployed SOF units' operational objectives and needs.
 - 2. Provide advice and assistance on fusing operational planning and intelligence analysis used to attack IED and other threat networks.
 - 3. Work closely with internal JIDA analytic teams and supporting analytic capabilities to better tailor support to deployed units' needs.
 - 4. Synchronize CONUS reach-back elements at JIDA to ensure analytical products match deployed units' operational requirements.

SECTION C –PERFORMANCE-BASED STATEMENT OF WORK

5. Participate in the JIDA Request for Support (RFS) vetting process to ensure analytic products provided to SOF units are relevant, accurate, and timely.
 6. Develop and maintain strong working relationships with key leaders and staff of SOF units during their pre-deployment training cycle.
 7. Plan, organize, and host visits from SOF units that visit JIDA to ensure they receive support aligned with their mission and requirements.
 8. Organize and participate in JIDA training and analyst exchange Mobile Training Teams (MTTs) that support SOF units conducting pre-deployment training and exercises.
- t. Provide direct or embedded C-IED analytical support to SOF units deployed to hazardous duty/combat zones. Specifically, the Contractor shall:
1. Leverage appropriate JIDA analytical tools and capabilities in support of Operations/ Intelligence Plans fusion through an understanding of deployed SOF units' operational objectives, analytical requirements, and analytical cycle
 2. Understand and articulate deployed JIDA capabilities, objectives, and limitations to supported SOF units.
 3. Train deployed SOF units on JIDA tools and on how to best integrate those tools and JIDA capabilities into their Operations, Planning, and Targeting processes.
 4. Understand the basics of computer network infrastructures deeply enough to assist deployed units in applying appropriate tools and products based on their bandwidth constraints.
 5. Coordinate all JIDA support to the deployed SOF unit and their subordinate elements.
 6. Maintain regular contact with CONUS reach-back elements at JIDA to ensure analytical products match deployed units' operational and planning cycle.
 7. Understand and master utilization of the JIDA Expeditionary Kit (CEK) to enable the leveraging of JIDA capabilities in a deployed environment to maximize JIDA programs, systems, and information to support deployed forces.
- u. Provide reach-back team support within JIDA to focus on specific geographic locations or missions and integrate, fuse and produce operational C-IED and AtN analysis to respond to Requests for Support (RFSs) from deployed forces. Specifically, the Contractor shall:
1. Conduct detailed internal After Action Reviews (AARs) with JIDA stakeholders upon return from deployment to ensure lessons learned are captured and taken for action.
 2. Maintain contact with key deployed SOF leaders and staff to synchronize CONUS-based support with deployed units' priorities.
 3. Train and refresh on emerging JIDA tools and methodologies to develop new methods of support.
 4. Understand and articulate deployed SOF units' operational objectives and needs to other JIDA reach-back teams to improve their ability to provide analytical support.
 5. Work closely with internal JIDA analytic teams to better tailor support to deployed units' needs.
 6. Participate in the JIDA Request for Support vetting process to ensure analytic products provided to SOF units are relevant, accurate, and timely.
 7. Work closely with intelligence analysts, JIDA specialty teams, and other JIDA personnel to produce timely, layered analytical products that address SOF units' requirements in a timely manner.

SECTION C –PERFORMANCE-BASED STATEMENT OF WORK

- v. Provide SOF liaison engagement support to JIDA within the intelligence community, USSOCOM, combatant commands, JSOC, TSOCs, Service SOCs, and other external organizations as follows:
 - 1. Participate in the JIDA AAR program to better understand evolving SOF unit capabilities, requirements, and training needs.
 - 2. Develop and maintain strong working relationships with key leaders and staff of SOF units during their pre-deployment training cycle.
 - 3. Plan, organize, and host visits from SOF units that visit JIDA to ensure they receive support aligned with their mission and requirements.
 - 4. Organize and participate in JIDA training and analyst exchange MTTs that support SOF units conducting pre-deployment training.
 - 5. Develop and maintain strong working relationships with key leaders and analysts assigned to SOF units during their pre-deployment training cycle.
 - 6. Assist in the planning and hosting of leaders, staff, and analysts from SOF units that visit JIDA to ensure they receive support and training aligned with their mission and requirements.
 - 7. Organize and participate in JIDA training and analyst exchange MTTs that support SOF units conducting pre-deployment training to introduce them to JIDA tools; develop relationships with analysts and staff; and determine units' analytical processes.
- w. Provide specific and focused Subject Matter Expertise for All Source Intelligence supporting SOF as follows:
 - 1. Provide embedded intelligence analysis as part of an operations/ intelligence fusion team supporting forward deployed SOF elements conducting AtN operations to disrupt and defeat asymmetric threat networks employing, or facilitating the use of IEDs.
 - 2. Assist in developing, maintaining and formalizing relationships with supported SOF units throughout their operational deployment cycle.
 - 3. Analyze external information to determine asymmetric aspects and provide conclusions and recommendations on the analysis.
 - 4. Advise and assist supported SOF units in leveraging JIDA capabilities to employ fused intelligence and operational analysis to expose threat networks, identify their vulnerabilities and exploit their weaknesses.
 - 5. Advise and assist tactical level commanders and staff leveraging theater and National level analysis and reach-back capabilities.
 - 6. Prepare and present briefings and participate in intelligence conferences to remain current.
 - 7. Serve as Subject Matter Expert (SME) and/or Advisor to the JIDA and supported units on JIDA enablers and all intelligence disciplines.
- x. Provide specific and focused Subject Matter Expertise for Human Intelligence (HUMINT) supporting SOF as follows:
 - 1. Analyze external HUMINT information to determine the asymmetric aspects and provide conclusions and recommendations with regard to the analysis.

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

2. Assist and advise supported SOF units on methods and processes to fully exploit HUMINT indicators and processes to include collection management and evaluation.
 3. Assist in the identification and development of human networks based upon culture, religion, ethnicity, and/or criminal behavior.
 4. Serve as SME and/or Advisor to the JIDA elements providing analytical reach-back and pre-deployment training support to SOF units prior to their deployment.
 5. Prepare and present briefings and participate in HUMINT and intelligence conferences to maintain currency.
 6. Assist appropriate entities in developing HUMINT products while advising and assisting SOF commanders and staff in leveraging theater and National level HUMINT capabilities.
 7. Familiarize SOF Support Team personnel on the HUMINT operational cycle, focusing on Military Source Operations, Advanced Source Operations, and National level HUMINT operations.
- y. Provide specific and focused Subject Matter Expertise for Weapons Technical Intelligence (WTI) supporting SOF as follows:
1. Analyze IED forensics, production patterns, components, biometric data and other sources of technical information to determine the asymmetric aspects and provide conclusions and recommendations with regard to the analysis.
 2. Assist and advise supported SOF units on methods and processes to fully exploit WTI information sources and reports.
 3. Assist in the identification and recognition of human networks based upon patterns, activities, methods of operation, weapons signatures and/or criminal behavior.
 4. Assist in identification of enemy IED TTP proliferation and migration and enemy capabilities/expertise as it relates to a global/trans-national threat.
 5. Serve as SME and/or Advisor to the JIDA elements providing analytical reach-back and pre-deployment training support to SOF units prior to their deployment.
 6. Prepare and present briefings and participate in WTI and intelligence conferences to maintain currency and share expertise.
 7. Assist appropriate entities in developing and exploiting WTI products while advising and assisting SOF commanders and staff in leveraging theater and National level weapons technical exploitation capabilities.
 8. Familiarize SOF Support Team personnel on WTI aspects and technical capabilities.

C.4.3 TASK 3 – SOF ST SURGE SUPPORT (OPTIONAL TASK)

Unpredictable world events demand that JIDA have the capability to provide deployed and reach-back SOF ST surge support in CONUS, OCONUS, and hazardous duty/combat zones anywhere in the world. The Contractor shall provide specialized operations and intelligence analysis to Special Operations Forces in CONUS and OCONUS for surge requirements in any location in the world, including hazardous duty/combat zones. Surge requirements are variable in length and may require either short-term (up to one month) or longer-term (4-6 months) deployments. Support requirements and deliverables for the surge are described in **Section C.4.2** and are within the scope of this task order but require additional personnel to meet the “surge” requirement.

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

When the need for additional support is identified, the Government will exercise the optional support CLIN. Specific additional requirements shall be integrated into the work breakdown structure (WBS) and the Integrated Master Schedule (IMS).

C.4.4 TASK 4 – PROVIDE TRANSITION SUPPORT

Desired Outcomes: JIDA SOF ST support is sustained in a controlled and deliberate manner throughout transition with no degradation in capabilities during transition. Initial Operational Capability (IOC) is achieved as soon as possible, but no later than 90 calendar days after task order award. Full Operational Capability (FOC) is achieved as soon as possible, but no later than 180 calendar days after task order award. Transition Out is planned and managed effectively.

Initial Operational Capability (IOC) is defined as follows:

1. 80% of all positions fully staffed with fully qualified and trained personnel (**See Sections H.6.1 and H.10**)
2. Contractor assumes full responsibility for management of the task order
3. All performance measures in force and enforced
4. No further support required from the outgoing contract

Full Operational Capability (FOC) is defined as follows:

1. All positions fully staffed with fully qualified and trained personnel (**See Sections H.6.1 and H.10**)
2. Contractor assumes full responsibility for management of the task order
3. All performance measures in force and enforced
4. No further support required from the outgoing contract

The Contractor shall ensure a smooth and orderly transition to establish required support, and the Contractor shall ensure all knowledge, data, material, and information developed by or provided to the Contractor is transitioned and delivered to the Government by the end of the contract.

C.4.4.1 SUBTASK 4.1 - PROVIDE TRANSITION-IN SUPPORT

The Contractor shall ensure a smooth transition of support services with no degradation in capabilities during transition. The Contractor shall achieve IOC within 90 calendar days and FOC within 180 calendar days after task order award. The Contractor shall prepare a Transition-In Plan and Time-phased Labor Mix (TPLM) (**See Section F.4, Deliverable 11**) for Government approval within seven calendar days of project start date. The Transition-In Plan shall include measurable milestones and decision gates (with entrance and exit criteria) for Government review at weekly Operational Readiness Reviews (ORRs). The TPLM shall identify all personnel and positions to transition to the task order, when they transfer, and the work the personnel will perform. The Government will review and approve this TPLM as the initial baseline. Within one week after Government approval of the baseline TPLM, the Contractor shall ensure that the JIDA Personnel Manning Roster (PMR) is updated to reflect this baseline without errors (including false positives and false negatives). The Contractor shall not invoice and the Government does not intend to certify payment of invoices before personnel are entered in the PMR. Changes to the PMR must be approved by the JIDA TPOC.

SECTION C –PERFORMANCE-BASED STATEMENT OF WORK

C.4.4.2 SUBTASK 4.2 - PROVIDE TRANSITION-OUT SUPPORT

The Contractor shall develop a Transition-out Plan (**See Section F.4, Deliverable 12**) for transitioning and delivering all material and information from this task order to the Government. The plan shall identify all Government Furnished and Contractor Furnished Material (GFM/CFM) as well as information and material developed during the task order that was used in the execution of this task order. A draft plan shall be submitted for Government approval 120 calendar days prior to the end of the task order base period. Upon incorporation of comments and Government acceptance, the Contractor shall follow the plan to transfer all material, information, and rights thereto to the Government.

The Contractor shall facilitate and conduct transition-out activities. The Contractor shall prepare a final Technical Report (**See Section F.4, Deliverable 09**) documenting the status of all ongoing efforts and projects, and a Smart Book/Turnover Binder containing copies of all plans, policies, procedures, points of contact, and other information directed by the Government. A draft of the Technical Report is due NLT 120 calendar days prior to the Task Order Base end date and an update NLT 120 days prior to the end of each Option Year. A transition out shall ensure no disruption to vital Government business. The Contractor shall provide full cooperation to providing necessary operational knowledge to the in-coming Contractor. Transition out shall include the following types of services:

- a. Project management processes
- b. Points of contact
- c. Location of technical and project management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate Contractor to Contractor coordination to ensure a seamless transition.
- f. Transition of key personnel functions and information
- g. Identify schedules and milestones
- h. Identify actions required of the Government.
- i. Establish and maintain effective communication with the incoming Contractor/Government personnel for the period of the transition via weekly status meetings.

C.4.5 SECTION 508 COMPLIANCE REQUIREMENTS

All Electronic and Information Technology (EIT) products and services shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194. The Contractor shall identify the technical standards applicable to all EIT products and services provided and state the degree of compliance with the applicable standards.

SECTION D - PACKAGING AND MARKING

NOTE: This Section of the TO corresponds to the Packaging and Marking Section in the JIDA Operations Services IDIQ Contract. The basic contract terms apply.

SECTION E - INSPECTION AND ACCEPTANCE

NOTE: This Section of the TO correspond to the Inspection and Acceptance Section in the JIDA Operations Services IDIQ Contract. The basic contract terms apply.

SECTION F – DELIVERABLES OR PERFORMANCE

F.2 PLACE OF PERFORMANCE

F.2.1 GENERAL

The Contractor shall provide services on-site at the JIDA location, with support from offices in the northern Virginia area. The Contractor shall also provide CONUS and OCONUS support in remote non-hazardous locations as well as deployed services into OCONUS Hazardous Duty/Combat Zones. JIDA conducts split-based analytical support to deployed combat forces in Hazardous Duty/Combat Zones, with main element in CONUS and forward elements positioned as requested by the CCMDs and authorized and directed by JIDA. The Contractor shall serve in the JIDA's SOF (ST) section to provide reach-back and a rotational base for the forward element. Exact deployment locations of performance and time-phased staffing requirements and qualifications will be identified by the TPOC.

During deployments and subject to the approval of the TPOC, the contractor may be required to conduct periodic travel to other headquarters in the respective areas of operation to meet operational requirements. During periods of CONUS duty, contractor personnel will be required to conduct travel for temporary duty in support of operations and training. Expenses for such travel shall be reimbursable in accordance with JIDA's Travel and R&R Policies and the Joint Travel Regulations. The Contractor shall also comply with the SOFA requirements as described in the basic IDIQ contract for the countries in which JIDA SOF ST presence is required.

Information concerning JIDA policies on Temporary Duty travel, deployment, and Rest & Recuperation (R&R) as well as templates, standard operating procedures, Operations Orders (OPORDs), Fragmentary Orders (FRAGOs), guidance documents, and other promulgated directives is contained in the JIDA Reference Center located on the JIDA Portal (<https://staging-portal.coic.smil.mil/pages/resources.aspx>). The information posted is subject to change without notice or announcement and it is the Contractor's responsibility to monitor the JIDA Reference Center for updates and changes. Contractors shall comply with all of the directives and guidance posted.

F.2.2 HAZARDOUS DUTY/COMBAT ZONES

JIDA contractors assigned to provide support in a Hazardous Duty/Combat Zones shall normally be required to remain on site for a minimum of six (6) months. Based upon the rotation tempo of the unit being supported, and visa requirements of the country, a deployment length of no less than (NLT) four (4) months is allowable if the SOF supported unit requests JIDA support parallel the unit's four month deployment cycle, and the COR or TPOC concur. Personnel typically rotate from their JIDA CONUS/OCONUS based position into Hazardous Duty/Combat Zone position. Upon completion of the deployment, contractors rotate out of their deployed position and normally return to their previous JIDA CONUS/OCONUS based position. The lengths of a deployment can be adjusted by mutual agreement between the Government (TPOC or COR) and the Contractor. JIDA contractors that voluntarily deploy for a minimum period of one year are eligible for one R&R trip, in accordance with JIDA's R&R policy.

Personnel rotations shall include NLT a five day (5) face-to-face turnover between departing and replacement contractor personnel at the supported organization's location. Each period of deployment will be followed by a period of duty at their designated JIDA CONUS/OCONUS

SECTION F – DELIVERABLES OR PERFORMANCE

based position. The dwell time in a JIDA CONUS/OCONUS based position after an individual deploys to a Hazardous Duty/Combat Zone should be equal to but not less than the period of deployment, before another period of deployment begins. The period between deployments can be adjusted by mutual agreement between the Government (TPOC or COR) and the Contractor if longer or shorter rotation schedules are desired.

JIDA contractors may be deployed in support of SOF forces operating in combat zones or other austere environments operating from, supporting, and embedding with JIDA designated unit headquarters. JIDA contractors may also be deployed in support of the Theater Special Operations Commands (TSOCs) or National SOF units. The Contractor shall operate within the constraints and prescribed relationships of the Memorandums of Agreement (MOA) established with JIDA and the supported unit.

Current Hazardous Duty/Combat Zone locations are shown in **Section J Attachment P**. If additional JIDA supported work sites are designated as Hazardous Duty/Combat Zone locations the Contractor will be notified in writing by the CO.

F.2.3 CONUS LOCATIONS

Current CONUS locations are shown in **Section J, Attachment P** (Historical Staffing Profile).

F.2.4 OCONUS LOCATIONS

An OCONUS site is not necessarily a Hazardous Duty/Combat Zone Location. OCONUS personnel may deploy to a Hazardous Duty/Combat Zone Locations, but OCONUS sites are not automatically considered a Hazardous Duty/Combat Zone Location (**see Section F.2.2**). The CO will notify the Contractor any time an OCONUS location has been re-designated as a Hazardous Duty/Combat Zone Locations. Upon classification as a Hazardous Duty/Combat Zone Location, the rules and procedures listed above in **Section F.2.2** shall be followed.

Personnel shall typically be assigned permanently to OCONUS positions that support specific units or commands. The TPOC or COR will specifically designate in writing to the Program Manager whether the OCONUS location is a rotational or permanent site. In all newly-designated OCONUS sites, the Contractor is required to provide a cost/benefit analysis on the costs associated for both a rotational and permanent position for the site in question, and assessment on supportability for these two options. The COR will evaluate and then designate the site as either a permanent or rotational site within 30 days after receiving the Contractor's supportability assessments.

Rotational OCONUS durations normally shall be for not less than six months. Permanent positions shall normally be for three years. However, the duration of assignment at the rotational site as well as the duration of the permanent assignments can be adjusted by mutual agreement between the Government (TPOC or COR) and the Contractor.

Current designated OCONUS sites are in the Historical Staffing Profile Table (Section J Attachment P).

F.2.5 OTHER LOCATIONS

SECTION F – DELIVERABLES OR PERFORMANCE

This task order supports C-IED efforts for U.S. Special Operations Forces global mission. Therefore JIDA may designate any additional place of performance throughout the globe, in order to meet any unanticipated or current JIDA requirement. Current and future sites may include all the CCMDs, sub-unified commands, JSOC, as well as any of the physical countries, states or territories under the command's Area of Responsibility (AOR). See **Section J, Attachment P** (Historical Staffing Profile).

F.2.6 WORK PROFILE

The work profile expected from this task order is different for CONUS and OCONUS. The Contractor shall comply with the work profile as follows:

- a. CONUS - While on duty in the United States, a standard 40 hour work week shall be applied. Normal work hours are from 8:00 to 17:00. JIDA is currently operating on a shift basis. The Contractor may be required to provide labor hours in excess of 40-hours per work week to include holiday, weekends, and/or during irregular times and shifts based upon operations and exercises which may require 24/7 support. The Contractor shall provide work beyond 40 hours per week (Extended Work Week [EWW]) only when authorized by the Technical Point of Contact (TPOC) and Contracting Officer Representative (COR), and approved by the Contracting Officer (CO). All EWW work must be approved in advance by the CO in accordance with (IAW) FAR 22.103-3. The Contractor shall request EWW in writing and shall not work an EWW unless approved in writing by the TPOC and the CO. On-call or Extended hours may be required (see Section F.2.6.d below).
- b. OCONUS – While on OCONUS duty in non-Hazardous Duty/Combat Zones (e.g., Japan, Germany, Hawaii, etc.), the Contractor shall work a standard 40-hour work week. Normal duty hours shall be the same as the host organization. The Contractor may be required to provide labor hours in excess of 40-hours per work week to include holiday, weekends, and/or during irregular times and shifts based upon operations and exercises which may require 24/7 support. The Contractor shall provide work beyond 40 hours per week (Extended Work Week [EWW]) only when authorized by the Technical Point of Contact (TPOC) and Contracting Officer Representative (COR), and approved by the Contracting Officer (CO). All EWW work must be approved in advance by the CO in accordance with (IAW) FAR 22.103-3. The Contractor shall request EWW in writing and shall not work EWW unless approved in writing by the CO or the TPOC. On-call or Extended hours may be required (**see paragraph F.1.6.d**) because of time zone differences.
- c. OCONUS Hazardous Duty/Combat Zones - While on periods of deployed duty with U.S. forces, a standard 84-hour work week shall be observed as required by the supported unit commander. See the JIDA Reference Center for additional information.
- d. On-Call Duty or Extended Hours - The Contractor shall be available to work "on-call" to perform mission essential tasks as directed by the CO or the TPOC. The CO or the TPOC will identify the parameters of "on-call" duty. The Contractor shall be available to work extended hours to perform mission essential tasks as directed by the CO or the TPOC.

F.3 PERIOD OF PERFORMANCE

Task Order award is estimated for 23 May 2014. The period of performance (POP) shall be 18 months from date of task order award plus two 12- month options.

F.4 TASK ORDER SCHEDULE AND MILESTONE DATES

SECTION F – DELIVERABLES OR PERFORMANCE

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule

NLT: No Later Than

TOA: Task Order Award

IAW: In Accordance With

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The Contractor shall deliver the deliverables listed in the following table:

| Milestone/Deliverable | Deliverable Number | PWS Reference | Planned Completion Date/Delivery Due Date |
|--|---------------------------|------------------------------------|--|
| Project Start (PS) | | | May 27, 2014 (TOA date is May 22, 2014) |
| Annual Contractor Manpower Report | 01 | C.4.1.1 | Annually by 31 October |
| Task Order Kick off Agenda | 02 | C.4.1.2 | 3 days before kick-off |
| Trip Reports | 03 | C.4.1.3 | 3 days after a trip |
| Monthly Status Report (MSR) and Invoice | 04 | C.4.1.4 | 10 th of the month |
| Integrated Program Review (IPR) | 05 | C.4.1.5 | 3 rd Wednesday of the month |
| Participate in Technical Meetings | 06 | C.4.1.6 | IAW PMP and as required |
| Project Management Plan (PMP) | 07 | C.4.1.7 | TOA + 30 days |
| Integrate Master Schedule | 08 | C.4.1.7 | TOA + 30 days |
| Prepare Technical Reports | 09 | C.4.1.8 C.4.2 C.4.3 C.4.4 | IAW PMP and as required |
| Conduct Project Meetings | 10 | C.4.1.9 | IAW PMP and as required |
| Transition-In Plan and Time-phased Labor Mix | 11 | C.4.4.1 | TOA + 7 days |
| Transition-out Plan (and Updates) | 12 | C.4.4.2 | 120 days prior to the end of the Base Period and updated 120 days prior to the end of each Option Period |

JIDA has established a centralized website/integrated data environment (i.e., Deliverable Library) for collection and retrieval of all non-proprietary data required under this Task Order. The Deliverable Library is accessible by the Contractor and by the JIDA Government-Industry team on the SLAN (Secret) network. The Contractor shall use this Deliverable Library for posting all non-proprietary Deliverable items and other informational products. The Contractor

SECTION F – DELIVERABLES OR PERFORMANCE

shall make the maximum use of existing data and provide maximum multiple use of technical information in developing information that shall be furnished to the Government. Deliverables shall be compatible with JIDA information systems and delivery schedules shall be coordinated with other JIDA schedules.

F.4.1 PUBLIC-RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The Contractor agrees to submit, within ten workdays from the date of the CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all Contractor- proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

The Contractor shall deliver all electronic versions by email and CD-ROM as well as placing in the JIDA designated repository. Identified below are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- Text Microsoft Word
- Spreadsheets Microsoft Excel
- Briefings Microsoft PowerPoint
- Drawings Microsoft Visio
- Schedules Microsoft Project

F.6 PLACE(S) OF DELIVERY

Unclassified deliverables and correspondence shall be delivered to the Contracting Officer (CO) below:

Brenda Cockrell
GSA FAS AAS FEDSIM
1800 F Street, NW QFOB 3100
Washington DC 20405

SECTION F – DELIVERABLES OR PERFORMANCE

Telephone: (202) 329-3171

Email: brenda.cockrell@gsa.gov

Copies of all deliverables shall also be delivered to the TPOC and COR at the addresses below:

(b) (5)

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(b) (5)

A rectangular area of the document is completely blacked out, indicating redacted information.

(b) (5)

A large rectangular area of the document is completely blacked out, indicating redacted information.

COR: Glenn Becker
GSA FAS AAS FEDSIM
ATTN: Glenn Becker
1800 F Street NW 3100, QF0B
Washington, DC 20405
Telephone: (202) 219-0413
Email: glenn.becker@gsa.gov

SECTION F – DELIVERABLES OR PERFORMANCE

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The Contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (**Section J, Attachment H**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The Contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

SECTION G – CONTRACT ADMINISTRATION DATA

NOTE: The Section numbers in this TO correspond to the Section numbers in the JIDA Operations Services IDIQ Contract.

G.1 INVOICE SUBMISSION

The Contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: DE00677/10053DEM

Project Title: Specialized Operations and Intelligence Analysis for Special Operations Forces

The Contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The Contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The Contractor shall submit invoices as follows:

The Contractor shall utilize FEDSIM's electronic Tracking and Ordering System (TOS) to submit invoices. The Contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Select *Vendor Support*, log in using your assigned ID and password, then click on *Create Invoice*. The TOS Help Desk should be contacted for support at 877-472-4877 (toll free). By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. However, the FEDSIM COR may require the Contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment.

G.1.1 INVOICE REQUIREMENTS

The Contractor shall submit simultaneous copies of the invoice to both GSA and the client POC.) Receipts are provided on an as requested basis.

Each contract type should be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion.

G.1.1.2 COST-PLUS-FIXED-FEE (CPFF) CLINs (FOR LABOR) CLINS

The Contractor may invoice monthly on the basis of cost incurred for the CPFF CLINs (See FAR 52.216.8). The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The Contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee company labor category
- c. Employee JIDA OPS IDIQ labor category
- d. Monthly and total cumulative hours worked
- e. Dates Labor was Performed (range during invoice period)
- f. Corresponding JIDA OPS IDIQ ceiling rate
- g. Fixed fee and the amount of fee withheld, in accordance with FAR 52.216-8
- h. Cost incurred not billed
- i. Current approved forward pricing rate agreement in support of indirect costs billed

All cost presentations provided by the Contractor shall also include Overhead charges and General and Administrative charges and shall also include the Overhead and General and Administrative rates being applied.

G.1.1.4 FIRM-FIXED-PRICE (FFP) CLINS

The Contractor may invoice as stated in Section B for the FFP CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All costs shall be reported by CLIN element (as shown in Section B) and shall be provided for the current invoice and in total from project inception to date. The Contractor shall provide the invoice data in spreadsheet form. The listing shall include separate columns and totals for the current invoice period and the project to date.

G.1.1.5 TOOLS AND OTHER DIRECT COSTS (ODCs) CLINS

The Contractor may invoice monthly on the basis of cost incurred for the Tool and ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the Contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. Tools and/or ODCs purchased
- b. Hardship and Danger Pay
- c. Geographic Location of employees entitled to Hazard, Hardship or Danger Pay
- d. Consent to Purchase number or identifier
- e. Date accepted by the Government
- f. Associated CLIN
- g. Project-to-date totals by CLIN
- h. Cost incurred not billed
- i. Remaining balance of the CLIN

SECTION G – CONTRACT ADMINISTRATION DATA

All cost presentations provided by the Contractor shall also include Overhead charges, General and Administrative charges and Fee.

G.1.1.6 TRAVEL CLINS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Joint Travel Regulation (JTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Federal Travel Regulation (FTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.

The Contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the Joint Travel Regulation (JTR)/Federal Travel Regulation (FTR). The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN/Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN/Task for the current and previous periods of performance. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request number or identifier, approver name, and approval date
- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days
- e. Dates of travel for each employee
- f. Number of days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs
- j. Total charges
- k. Explanation of variances exceeding 10% of the approved versus actual costs
- l. Indirect handling rate

All cost presentations provided by the Contractor shall also include Overhead charges and General and Administrative charges.

G.1.1.7 Tracking and Reporting Other Entities' Funds

The Contractor shall track and report the expenses of the Defense Threat Reduction Agency (DTRA) funds, other agencies and other Department of Defense (DoD) entities' funds, when applicable. It is not necessary to provide a separate invoice, or break out expenses on an invoice. However, it is necessary for the Contractor to report expenses specific to DTRA funds so that FEDSIM can expense funds from the correct account. An Excel spreadsheet accompanying the invoice and indicating the amount to draw-down from the DTRA accounts will be sufficient.

G.4 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The CO will appoint a COR in writing for each TO through a COR Appointment Letter that will be provided to the contractor upon award (**Section J, Attachment A**). The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO.

G.6 CONTRACT ADMINISTRATION

Contracting Officer:

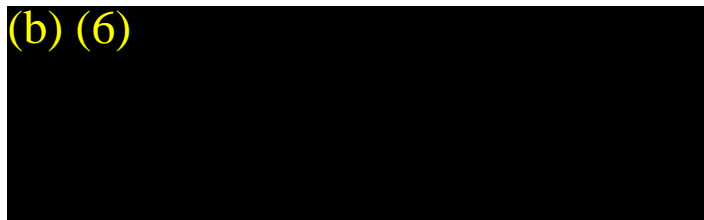
Brenda Cockrell
GSA FAS AAS FEDSIM
1800 F Street, NW QFOB 3100
Washington DC 20405
Telephone: (202) 329-3171 Email: brenda.cockrell@gsa.gov

Contracting Officer’s Representative:

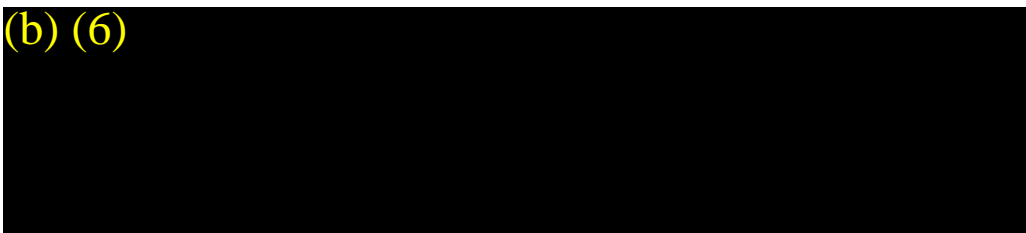
COR: Glenn Becker
GSA FAS AAS FEDSIM
ATTN: Glenn Becker
1800 F Street NW 3100, QF0B
Washington, DC 20405
Telephone: (202) 219-0413
Email: glenn.becker@gsa.gov

Technical Point of Contact:

(b) (6)

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(b) (6)

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SECTION G – CONTRACT ADMINISTRATION DATA

(b) (6)



SECTION H – SPECIAL CONTRACT REQUIREMENTS

NOTE: The Section numbers in this TO correspond to the Section numbers in the JIDA Operations Services IDIQ Contract.

H.1 GOVERNMENT-FURNISHED PROPERTY/INFORMATION (GFP/GFI)

All or a significant part of the work shall be performed in Government-provided Sensitive Compartmented Information facilities (SCIFs). The Government will provide contractor personnel with workstations equipped with telephones, computers, and monitors which are connected to networks that provide access to data required to perform their work. On-Government site personnel will also have printers and scanners provided for official project use. Contractor access to this Government furnished computer related equipment and networks is contingent on the individual possessing clearances at the appropriate level.

H.3 TRAVEL

H.3.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR), Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

H.3.2 TRAVEL AUTHORIZATION REQUESTS

Before undertaking travel to any Government site or any other site in performance of this Contract, the Contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long distance travel, the Contractor shall prepare a Travel Authorization Request for Government review and approval. Long distance travel will be reimbursed for cost of travel comparable with the JTR.

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the TO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The Contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

H.3.3 TRAVEL ARRANGEMENTS

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Travel arrangements shall be in accordance with task order requirements. Contract personnel may require a theatre clearance for some Outside the Contiguous United States (OCONUS) locations. Reimbursement for the cost of lodging and incidental expenses shall be considered to be reasonable and allowable to the extent that reported actual cost do not exceed the rates and amounts allowed in accordance with the law, Federal Travel Regulation (FTR), Joint Travel Regulation (JTR), Department of State Standardized Regulations (DSSR), local command policy PAM 715-16 and AR 715-9, when applicable.

Using government funds to pay for premium-class travel (first and business) is strictly forbidden except under certain circumstances. Exceptions for the use of premium-class travel must be approved in writing by the TPOC or COR prior to the departure of travel.

Contractors are required to register all travelers into the Synchronized Predeployment & Operational Tracker (SPOT) as the single source to track deployed contractor personnel supporting DoD military operations worldwide. When approved and signed by the contracting officer a Letter of Authorization (LOA) will be generated.

Contract personnel may require a theatre clearance for some OCONUS locations. The contractor shall be required to prepare/obtain all necessary paperwork, documentation and/or permits that may be required such as Analytical Support Status Accreditation (ASSA) under Article 72 or 73 of the SA NATO SOFA IAW AE Reg 715-9 or visas, if required. Letters of accreditation/identification, authorizing contractor travel and privileges, may be provided.

H.3.3.1 FLAT RATE PER DIEM FOR LONG TERM TDY

In order to encourage contractors to take advantage of cost saving opportunities available for long term travel, contractors performing TDY for more than 30 days in one location (CONUS and OCONUS) will receive a flat rate per diem. The following rules apply:

- On the travel day to the TDY location, the contractor receives up to 100% lodging per diem at the locality rate and 75% meals and incidental expenses (M&IE).
- For long-term TDY lasting 31 -180 days (in a single location), the authorized flat rate is 75% of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location.
- For long-term TDY of 181 days or greater (in a single location), the authorized flat rate is 55% of the locality rate (lodging plus meals and incidental expenses (M&IE)) payable for each full day of TDY at that location. Normally, TDY over 180 days is prohibited, but may be authorized at a very senior level when justified.
- When using a flat rate per diem, contractors are not required to submit a lodging receipt but are required to validate to the TPOC and COR that they did incur lodging costs.

If the contractor is unable to find suitable commercial lodging at the reduced per diem rate they should contact the TPOC. If both the contractor and the TPOC determine that lodging is not available at the reduced per diem rate, the COR may then authorize actual cost lodging (not to exceed the locality per diem rate). However, the contractor will receive M&IE at the reduced rate (75% for TDY of 31-180 days and 55% for TDY of 181+ days).

H.3.4 RELOCATION

Contractor personnel assigned to overseas installations are eligible for reimbursement at cost for relocations. Relocation covers the expense of relocating existing contractor employees to new

SECTION H – SPECIAL CONTRACT REQUIREMENTS

work locations and relocating new contractor staff to their work locations overseas. A Relocation Plan for each contractor relocated identifies the costs the government agrees to pay and also identifies a service commitment (FAR Subpart 31.205-35 Relocation costs (d)) the transferring contractor employee or new-hire makes in return for the relocation expenses being paid to the location. A three-year service commitment or service through the Task Order End Date, if the remaining Period of Performance is less than three years, must be satisfied for reimbursement of relocation costs back to the employee home of record (repatriation).

The TPOC and COR must pre-approve estimated direct costs associated with repatriation to the contractor employee's home of record and are subject to the following:

- Expenses incurred relocating transferring contractor employees or new-hires among user sites are paid if the TPOC and COR agree that the relocation is advantageous to the Government.
- JIDA requests the contractor employee's removal from his/her position for reasons other than performance (e.g., the position is no longer needed).

The TPOC and COR will not approve reimbursement of costs associated with relocation of contractor employees back to the employee home of record in cases where:

- The contractor employee leaves before satisfying the three-year minimum commitment or termination of the requirement, whichever occurs first.
- The Contractor removes a contractor employee from an assignment at a JIDA site for cause (e.g., poor performance or violation of SOFA or local base rules and regulations).

H.3.5 RELOCATION COSTS

Contractor costs for relocation will be reimbursed at the limits set in the regulations identified in Section H.2.1 above (see FAR 31.205-35 & FAR 31.205-46):

Relocation costs shall be based on actual costs (plus handling charge) incurred in accordance with the Department of State Standardized Regulations (DSSR). The itemized expense statement and receipts shall accompany claims for reimbursement. The costs shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel.

It is intended that these costs will be paid by the government only in conjunction with an OCONUS assignment where the contracted assignee has agreed to serve in such assignment for a minimum period of three years or termination of the requirement, whichever occurs first. In the event of early termination of the assignment by the contracted assignee all non-salary costs associated with the overseas assignment will default to the contractor and the government will be reimbursed for any previous payments.

Permanent Change of Station (PCS)/Repatriation Costs: Contractors moving in or out of new locations on the task order will only be reimbursed for 30-days of temporary lodging status in the immediate area of the location and 30-days of rental car use. Rates can be found at Defense Travel Management Office website [<http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>]. The government will only pay for one permanent change of station (PCS) and Repatriation move for each contractor employee position. Contractors will be liable for all PCS and Repatriation costs associated with the replacement of an approved contractor employee.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Household Goods: Costs for Household Goods transportation, up to 18,000 lbs and one (1) Privately Owned Vehicle (POV) will be reimbursed.

All relocation costs above will not exceed \$30,000.00 (includes car rental costs for PCS/Repatriation)

H.3.6 OTHER ALLOWANCES

Cost Of Living Allowance (COLA): Contractor personnel are authorized to receive a COLA to reimburse for certain excess costs and to compensate for serving at a location where the cost of living (excluding the cost of quarters and the cost of eligible family members' education) is substantially higher than in the Washington, DC, area. This allowance is based on a percentage of spendable income and varies by location, salary and number of dependents. The example calculation below provides more detail.

Example COLA Calculation: A Contractor with Annual Base Salary of \$125,000 and a family of three located in Stuttgart Germany would receive \$10,220 in Annual COLA. (See Steps Below)

Step 1.

Using the DoS website [<http://aoprals.state.gov/Content/Documents/SpendableIncome.pdf>] find the Annual Spendable Income for the Annual Base Salary of \$125K with a family size of three on the "Annual Spendable Income by Salary and Family Size Table." This amount is \$51,100.

Step 2. Using the DoS website [<http://aoprals.state.gov/Web920/cola.asp>] find the DoS Post (Cost of Living) Allowance Percentage of Spendable Income Rate for Stuttgart Germany. This amount is 20%.

Step 3. Calculate the COLA by multiplying the Annual Spendable Income (\$51,100) times the Percentage of Spendable Income Rate (20%) to get the Annual COLA amount (\$10,220). [$\$51,100 * .20 = \$10,220$]. This amount will vary according to location, date, and annual salary entries. Example date is effective 1/26/2014.)

Annual Living Quarters Allowance (LQA): The LQA is intended to cover the contractor's costs for rent, heat, lights, fuel, gas, electricity, water, and certain other fees. The amount of the LQA is calculated on the basis of location and with or without dependents rates. Reimbursement will be based on actual cost and will not exceed the applicable Group 3 rates as outlined in the "Annual Living Quarters Allowance In U.S. Dollars ([DSSR 130](#)) Rates." These rates may be found at DoS Website [http://aoprals.state.gov/Web920/lqa_all.asp?MenuHide=1]

Education Allowances: The education allowances are intended to provide contractor children with an education comparable to the education they would receive at a public school in the United States. The amounts will not exceed the Average DODDS-Europe School Year Tuition Rates K-12th Grade and are only available if there are school age dependents in country. These rates may be found at Defense Travel Management Office website, [<http://www.dodea.edu/Europe/enrollment/payment.cfm>].

No other costs, regardless if allowable or not, shall be considered for JIDA overseas permanent assignments.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.4 TOOLS (HARDWARE/SOFTWARE) AND/OR ODCs

The Government may require the contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the Contractor shall submit to the FEDSIM COR a Request to Initiate Purchase (RIP). If the prime contractor does not have an approved purchasing system, the Contractor shall submit to the CO a Consent to Purchase (CTP). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The Contractor shall not make any purchases without an approved RIP from the COR or an approved CTP from the CO and without complying with the requirements of **Section H.56**, Commercial Software Agreements.

H.6.1 KEY PERSONNEL

The Task Order Project Manager (TOPM) and the Senior SOF Advisor shall be Government-designated Key Personnel. The Offeror may designate sufficient additional Key Personnel for this task order to ensure the stability and long term viability of the project. The Government desires that Key Personnel be assigned for the duration of the task order to ensure a consistent approach for the management and execution of task order performance. Key Personnel may be replaced or removed subject to the Operations Support Contract, Section H.6.1.1. Replacement Key Personnel shall meet or exceed the qualifications and training of the personnel being replaced. All Key Personnel must possess a current Top Secret clearance with current Sensitive Compartmented Information (SCI) determination reflected in Joint Personnel Adjudication System (JPAS).

H.6.1.1 KEY PERSONNEL SUBSTITUTION

Key Personnel may be replaced or removed subject to **Section H.6.1.1** of the JIDA IDIQ contract.

The Contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the CO. Prior to utilizing other than personnel specified in proposals in response to a TOR, the Contractor shall notify the Government CO and the COR of the existing TO. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government CO and the COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the Contractor may be subject to default action as prescribed by FAR 52.249-6 Termination (Cost Reimbursement) or FAR 52.249-8, Default (Fixed-Price Supply and Service).

H.6.1.2 TASK ORDER PROJECT MANAGER (TOPM)

The TOPM shall serve as the Contractor's single task order manager and shall be the Contractor's authorized interface with the Government CO, COR, and TPOC for the task order. The TOPM

SECTION H – SPECIAL CONTRACT REQUIREMENTS

shall be responsible for formulating and enforcing work standards, assigning Contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. The TOPM is responsible for overall task order performance.

The TOPM shall have the qualifications listed below.

- a. An active Project Management Institute (PMI) Program Management Professional (PMP) certification and/or Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification.
- b. Experience managing task orders/contracts of similar scope and size. Ability to serve as the Contractor's task order manager and represent the Contractor in communications with the Government's Contracting Officer, COR, and TPOC.
- c. Experience and ability to effectively direct and manage contract functions involving multiple, complex and interrelated project tasks.
- d. Experience and ability to formulate and review task plans and deliverable items, and effectively execute in accordance with approved plans.
- e. Ten (10) years of relevant senior leadership/program management and operational experience with U.S. military or other Federal Government agencies, at the Brigade or equivalent level, but preferably in the U.S. Special Operations environment.
- f. Seven (7) years in supervision and management of substantive projects involving operational and analytical support and integration in a SOF operational environment.

Desirable qualifications:

1. A Master's Degree from an accredited college or university with a major in a related field.
2. Experience and ability to effectively direct and manage contract functions involving multiple, complex and interrelated project tasks in (c) above; it is desired that this experience is in a Counter-IED or Attack the Network environment supporting military customers.
3. Experience and ability to formulate and review task plans and deliverable items, and effectively execute in accordance with approved plans in (d) above; it is desired that this experience is in a U.S. Special Operations environment supporting military customers.

H.6.1.3 SENIOR SOF ADVISOR

The Senior SOF Advisor serves as the JIDA Director's principal advisor on all SOF-related matters and acts as the principal point of contact responsible for coordinating and synchronizing JIDA support to SOF units.

The Senior SOF Advisor shall have the experience listed below.

- a. At least 15 years experience in increasingly responsible positions in one or more military, academic or defense industry functional areas.
- b. At least ten (10) years experience in increasingly responsible positions in one or more SOF units or commands.
- c. Minimum five (5) years experience serving in joint or combined commands as a commander, staff officer or senior enlisted advisor.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Desirable qualifications:

- a. A Bachelor of Science or Arts degree from an accredited college or university.
- b. Deployed experience with a Combined Joint Special Operations Task Force (SOF TF) (or higher).

H.6.3 NON-KEY PERSONNEL

The Contractor shall identify the position descriptions and qualifications for Non-key Personnel that are planned for performance of the task order. All Non-key personnel are required to have a TS/SCI clearance as a condition precedent of entry onto the contract. All Non-key Personnel shall have the experience listed below and shall maintain global readiness and be available to deploy on a no-notice (emergency deployment) basis to hazardous duty/combat zones. Deployments may be to a specific theater of operations into permissive, uncertain, or hostile environments while living in austere conditions for extended periods.

Desirable Qualification for Sections H.6.3.1 through H.6.3.5: Bachelor of Science or Arts degree from an accredited college or university.

H.6.3.1 SOF OPERATIONS INTEGRATOR

The SOF Operations Integrator serves as an operational advisor to SOF commanders and staff on all activities with regards to planning and synchronization of effort of JIDA support to deployed SOF elements; Coordinates SOF requests for JIDA support with other JIDA deployed assets and JIDA reach back capabilities; Ensures SOF assets are kept abreast of all current and emerging JIDA processes, methodologies, and Tactics, Techniques & Procedures (TTP) for attacking networks that utilize or facilitate IEDs; Provides advice to SOF Commanders and their staff on how to best integrate JIDA capabilities into their ongoing operations and analytical efforts.

The SOF Operations Integrator must possess the following qualifications and experience:

1. At least ten (10) years experience in increasingly responsible positions in one or more military, academic or defense industry functional areas.
2. At least five (5) years experience in increasingly responsible positions in one or more SOF units or commands.
3. Possess experience at tactical formations – SOF TF and higher – and recent experience supporting deployed SOF forces in forward deployed locations.

H.6.3.2 SOF INTELLIGENCE INTEGRATOR

The SOF Intelligence Integrator serves as an expert in operations-intelligence fusion and analysis to support deployed SOF forces in C-IED operations and performs intelligence analysis and fusion, qualitative and quantitative analysis, training, information technology; Employs advanced tools for C-IED information collection and analysis to enhance the ability of deployed forces to attack enemy threat networks which employ or facilitate the use of IEDs.

The SOF Intelligence Integrator must possess the following qualifications and experience:

1. At least five (5) years experience in increasingly responsible positions in one or more military, academic or intelligence community functional areas.

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2. At least two (2) years experience providing analytical support to one or more SOF units or commands.
3. At least one (1) year experience providing forward (deployed) support to one or more SOF units or commands.
4. Possess analytical experience at SOF TF levels or higher.

H.6.3.3 SOF INTELLIGENCE ANALYST – ALL SOURCE

The SOF Intelligence Analyst – All Source serves as an All Source Analyst with the SOF TF is responsible for providing intelligence analysis and all aspects of information gathering, research, threat assessments and predictive analysis as part of a SOF analytical team.

The SOF All Source Intelligence Analyst must possess the following qualifications and experience:

- a. At least ten (10) years of relevant intelligence experience with either the U.S. Military or other Federal Government agencies to demonstrate the ability to meet the duties described above.
- b. At least five (5) years recent experience providing intelligence support and analysis to Combat Arms or interagency organizations directly supporting the warfighter.
- c. At least two (2) years in direct support of SOF units.
- d. Must have excellent written and oral communications skills and be highly proficient in using analytical support tools employed by the JIDA,
- e. Must have proficiency in communicating within a computer based Knowledge Management System.
- f. Trained on emerging JIDA tools and methodologies to develop new methods of support.
- g. Must have experience in providing all source and predictive analysis in support of units conducting overseas contingency operations.
- h. Use of non-standard data (e.g., open source) to assist in the development of analysis is highly desired.

Desirable Qualification: Language proficiency in at least one language in key target regions as designated (Section J, Attachment P) is highly desired.

H.6.3.4 SOF INTELLIGENCE ANALYST – HUMAN INTELLIGENCE (HUMINT)

The SOF Intelligence Analyst – HUMINT serves as a HUMINT expert responsible for providing the HUMINT analytical support for SOF units supported by JIDA's global support mission.

The SOF Intelligence Analyst – Human Intelligence (HUMINT) must possess the following qualifications and experience:

- a. At least ten (10) years of relevant intelligence experience with either the U.S. Military or other Federal Government agencies to demonstrate the ability to meet the duties described above.
- b. At least five (5) years recent experience providing intelligence support and analysis to Combat Arms or interagency organizations directly supporting the warfighter.
- c. At least two (2) years in direct support of SOF units.
- d. Must have excellent written and oral communications skills and be highly proficient in using analytical support tools employed by the JIDA,

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- e. Must have proficiency in communicating within a computer based Knowledge Management System.
- f. Trained on emerging JIDA tools and methodologies to develop new methods of support.
- g. Must have experience serving as HUMINT analyst providing asymmetric threat and predictive analysis in support of units conducting overseas contingency operations.

Desirable Qualification:

- 1. Language proficiency in at least one language in key target regions is highly desired.
- 2. Graduate of Field Trade Craft (FTC), Military Operations Training Course (MOTC), and Advanced Special Operations Techniques (ASOT III) is highly desired.

H.6.3.5 SOF INTELLIGENCE ANALYST - WEAPON TECHNICAL INTELLIGENCE (WTI)

The SOF Intelligence Analyst – WTI serves as a WTI expert responsible for providing the WTI analytical support for SOF units supported by JIDA's global support mission.

The SOF Intelligence Analyst – Weapon Technical Intelligence (WII) must possess the following qualifications and experience:

- a. At least ten (10) years of relevant intelligence experience with either the U.S. Military or other Federal Government.
- b. At least five (5) years recent Explosive Ordinance Disposal experience providing WTI forensic and technical analysis and exploitation support and analysis to Combat Arms or interagency organizations directly supporting the warfighter.
- c. At least two (2) years experience in direct support of SOF units.
- d. Must have excellent written and oral communications skills and be highly proficient in using analytical support tools employed by the JIDA,
- e. Must have proficiency in communicating within a computer based Knowledge Management System.
- f. Trained on emerging JIDA tools and methodologies to develop new methods of support.
- g. Must have experience in providing WTI support and predictive analysis in support of units conducting overseas contingency operations.

H.7 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.7.1 ORGANIZATIONAL CONFLICT OF INTEREST

If the contractor has or is currently providing support or anticipates providing support to JIDA that creates or represents an actual or potential organizational conflict of interest (OCI), the Contractor shall immediately disclose this actual or potential OCI in accordance with FAR Subpart 9.5. The Contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the contractor (and any subcontractors, consultants, or teaming partners) agrees to disclose information concerning the actual or potential conflict with any proposal for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be identified and addressed in accordance with FAR Subpart 9.5.

H.7.2 NON-DISCLOSURE REQUIREMENTS

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If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the Contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment C**) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are listed on a signed Addendum to Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment C**) prior to the commencement of any work on the TO,
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information, and
- c. Are instructed in FAR Part 9 for third party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel also must be listed on a signed Addendum to Corporate NDA and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO. The Contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.9.1 COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

H.9.3 CONTRACTOR'S PURCHASING SYSTEMS

The objective of a contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting.

Prior to the award of a TO the CO shall verify the validity of the contractor's purchasing system. Thereafter, the contractor is required to certify to the CO no later than 30 calendar days prior to the exercise of any options the validity of their purchasing system. Additionally, if reviews are conducted of the purchasing system after the exercise of the option, the Contractor shall provide the results of the review to the CO within ten workdays from the date the results are known to the contractor.

H.10 PERSONNEL TRAINING AND CERTIFICATION REQUIREMENTS

Successful completion of the Attack the Network (AtN) Advanced Analytics Program (A3P) certification is required as a condition precedent to serving in either a forward deployed or reach-back position. This requirement applies to any and all personnel providing analytic support, including the Key Personnel referenced in **Section H.6.1** above if they are proposed in a functional capacity that includes the provision of analytic support. Non-A3P certified individuals may be entered onto the contract when an A3P training slot is available and the

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person is attending. Under these circumstances class attendance and follow-on practical on-the-job certification activities are billable. However, no non-A3P certified personnel may be entered onto the contract and placed in the SOF Branch awaiting an A3P training slot.

A3P certification requires successful completion of the six-week formal A3P training course (plus administrative registration) that is taught at the TS/SCI level in the JIDA facility. The course culminates with a final exam and not all students pass the exam. After the formal classroom instruction, students are typically placed in an actual work environment at JIDA to practice and demonstrate the practical application of the A3P lessons learned. Certification is granted after successfully completing the formal classroom training, passing the final exam, and successful completion of the practical work assignments. Each A3P class can accommodate about 15 students and there are typically more applicants than billets. Contractors shall not assume that classes will be dedicated to their task order and shall not assume that their personnel will be given any special priority. Because of space and instructor limitations, classes are typically sequential with no overlap. In emergency situations, an additional night shift class can be added to increase throughput. For information purposes, over 850 personnel have been A3P certified since 2010. The need for and scope of refresher training for contractor personnel that have previously completed A3P training will be determined by the TPOC and may consider the length of time and operational experience since A3P certification. Refresher classes are available for specific topics.

In addition to A3P certification, completion of the one-week Special Operations Staff Integration Seminar (SIS) course and the two-week Fast Track Program (FTP) course is mandatory for Intelligence Integrators who are deploying in support of the Joint Special Operations Command (JSOC). Completion of the SIS course is mandatory for Operations Integrators who are deploying in support of the JSOC. Both courses are taught at Ft. Bragg, NC and billets will be arranged by the Government. The courses must be repeated if personnel have not deployed in support of the JSOC for more than one year. This training is only required for personnel who are deploying in support of JSOC.

H.13 SECURITY REQUIREMENTS

In order to report to JIDA designated spaces for the first day of employment, contractor personnel must possess a current TS clearance with a SCI determination reflected in JPAS and be formally nominated by their company's security office to be indoctrinated into SCI programs. All work under this task order is expected to take place in a JIDA designated space. As a result, all contractor personnel are required to:

- a. Have undergone an Single Scope Background Investigation (SSBI) or Single Scope Background Investigation Periodic Review (SSBI-PR) within the last five (5) years that was favorably adjudicated;
- b. Have no break, greater than 24 months, in military service, federal civilian employment or access to classified information under the Industrial Security Program;
- c. Possess a current Top Secret security determination;
- d. Possess a Sensitive Compartmented Information determination reflected in JPAS.

If any contracted personnel are unable to obtain a Top Secret clearance with access to SCI within 30 calendar days of initiating support under this task order, the Contractor shall:

- a. Notify the Government; and

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- b. Terminate billing for the employee against the task order.

Furthermore, if any contracted personnel employed by the contractor in support of this task order fail to maintain the required security clearance or access, the Contractor shall:

- a. Notify the government of this discrepancy; and
- b. Remove the employee from the JIDA designated site; and
- c. Terminate billing for the employee against the task order effective the date of loss of clearance.

H.22 CONTRACTOR IDENTIFICATION (DoD orders only)

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.54 LOGISTICAL SUPPORT PRIVILEGES

Status of Forces Agreements (SOFAs) (See **Section H.38** of JEIDDO OPS contract) for foreign jurisdictions will apply and will be processed for foreign tax exemption purposes. At the discretion of the Military Theatre Commander, the Government may provide, but is not limited to, use of the following:

- a. Military or other U.S. Government Clubs, exchanges, or other non-appropriated fund organizations
- b. Military or other U.S. Government commissary stores
- c. Military or other U.S. Government postal facilities
- d. Utilities and services in accordance with priorities, rates, or tariffs established by military or other U.S. Government agencies
- e. Military Payment Certificate (MPC), where applicable
- f. Military or other U.S. Government banking facilities
- g. Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN) (formerly AUTOVON)

The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government and Military regulations.

H.55 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The Contractor shall identify all EIT products and services provided, identify the technical standards applicable to all

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products and services provided, and state the degree of compliance with the applicable standards. Additionally, the Contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning at time of award.

H.56 COMMERCIAL SOFTWARE AGREEMENTS

H.56.1 COMMERCIAL SOFTWARE TOOLS

The Government understands that commercial software tools that may be purchased in furtherance of this Task Order as described in **Section C** and as contemplated in the Tools and ODC CLINs in **Section B.X** may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that the FAR clause at 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

H.56.2 SOFTWARE AGREEMENTS

In order to ensure that the Software Agreements are consistent with Federal law, the Contractor shall not make any purchase contemplated in **Section C** above without first securing the consent of the licensor of such software tools to amend the Software Agreements in accordance with the Amendment clause set forth in **Section H.56.4** below. The Contractor shall submit documentary evidence of such consent as part of its technical proposal.

H.56.3 REQUIREMENTS

The requirements of this **Section H.56.3** apply only to those commercial software tools newly purchased under this Task Order; they do not apply to software furnished as GFI/GFE (if any). Further, they apply only to those Software Agreements that define the Government as the licensee or are intended to be transferred or assigned to the Government, with the Government becoming the licensee, at the end of this TO.

H.56.4 AMENDMENT CLAUSE

As used in the Amendment clause, the term "this Agreement" refers to each Software Agreement. The relevant definitions and the capitalization of terms (e.g., Licensee, Licensor, Software, Agreement) may be adjusted as necessary to match the nomenclature of the Software Agreement.

Amendment

For Federal Government Licensees, this Agreement is hereby amended as follows:

1. ***Dispute resolution and governing law:*** Any arbitration, mediation or similar dispute resolution provision in this Agreement is hereby deleted. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law and then only to the extent not

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pre-empted by federal law, the laws of the state specified in this Agreement (excluding its choice of law rules) will apply. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

2. **Indemnification:** Any provisions in this Agreement requiring any Federal Government Licensee to indemnify any party are hereby deleted and shall not apply. Any provisions requiring the licensor to indemnify the Federal Government Licensee shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516.
3. **Changes in templates:** This Agreement shall apply in the version attached hereto. Subsequent updates to or changes in the licensor's standard commercial templates for such agreements shall not be binding on the Federal Government Licensee, except by prior express written agreement of both parties.
4. **Fees, taxes and payment:** If the Software is licensed as part of a separate Government contract between the Federal Government Licensee and a prime contractor, the provisions of such contract regarding fees, taxes and payment shall supersede any provisions of this Agreement regarding same. Notwithstanding the foregoing: (a) express written agreement of the Federal Government Licensee shall be required prior to (i) any extension or renewal of this Agreement or the associated fees or (ii) any change in the fees; (b) late payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; and (c) no cost of collection on delinquent invoices may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.
5. **Assignment:** Licensor may not assign this Agreement or its rights or obligations there under, in whole or in part, except in accordance with the procedures set forth in FAR subparts 32.8 and/or 42.12, as applicable.
6. **No waiver of liability or cause of action:** Any provision requiring the Federal Government Licensee to agree to waive or otherwise not to pursue any claim against the licensor it may otherwise have is hereby deleted. Without limiting the generality of the foregoing, the parties agree that nothing in this Agreement, including but not limited to the limitation of liability clauses, in any way grants the licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict the Federal Government Licensee's ability to pursue any course of action otherwise permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.
7. **Audit:** Any clauses in this Agreement allowing for an audit of the Federal Government Licensee's records or information systems, or verification of its compliance with this Agreement generally, shall be subject to the Federal Government Licensee's requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any over-use identified in an audit shall be referred to the prime contractor or the Federal Government Licensee's contracting officer (as applicable) for action. No audit costs may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.
8. **Compliance with laws:** The parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in this Agreement shall be interpreted to imply consent by any Federal Government Licensee to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction. Any provision inconsistent with applicable

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federal law that is not listed above is hereby deemed omitted from this Agreement to the extent of such inconsistency.

9. ***Third party terms:*** Any third party licensing terms associated with third-party software components or products embedded in or otherwise provided with the Software shall be deemed amended in accordance with sections 1-8 above.

H.57 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply. The Software Agreements referenced in **Section H.56**, amended as contemplated therein, shall be deemed to constitute such disclosure with regard to their associated commercial software tools and shall prevail over any inconsistent provision in FAR 52.227-14 to the extent of such inconsistency.

SECTION I – CONTRACT CLAUSES

NOTE: The Section numbers in this TO correspond to the Section numbers in the JIDA Operations Services IDIQ Contract.

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1988)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the CO will make their full text available. Also, the full text of a provision may be accessed electronically at:

FAR website: <https://www.acquisition.gov/far>

I.1.1 FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

| Clause No | Clause Title | Date |
|------------------|---|--|
| 52.202-1 | Definitions. | Nov 2013 |
| 52.203-5 | Covenant Against Contingent Fees. | May 2014 |
| 52.203-7 | Anti-Kickback Procedures. | May 2014 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. | Aug 2011 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | Dec 2014 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. | Aug 2013 |
| 52.211-5 | Materials Requirements | (Aug 2000) |
| 52.212-4 | Contract Terms and Conditions-Commercial Items. | May 2015 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data | (Oct 2010) |
| 52.215-12 | Subcontractor Cost or Pricing Data | (Oct 2010) |
| 52.215-13 | Subcontractor Cost or Pricing Data – Modifications | (Oct 2010) |
| 52.215-14 | Integrity of Unit Prices--Alt 1 | (Oct 1997) |
| 52.215-15 | Pension Adjustments and Asset Reversions | (Oct 2010) |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | (Oct 1997) |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions | (Jul 2005) |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications Alt III Alt IV | (Oct 2010) (Oct 1997) (Oct 2010) |
| 52.215-23 | Limitation on Pass Through Charges | Oct 2009 |
| 52.216-7 | Allowable Cost and Payment | (Jun 2013) |
| 52.216-8 | Fixed Fee | (Jun 2011) |
| 52.216-10 | Incentive Fee. | Jun 2011 |
| 52.219-9 | Small Business Subcontracting Plan - Alt III | (Jan 2011) |
| 52.219-16 | Liquidated Damages—Subcontracting Plan | (Jan 1999) |

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| Clause No | Clause Title | Date |
|-----------|--|------------|
| 52.222-54 | Employment Eligibility Verification | (Jan 2009) |
| 52.224-1 | Privacy Act Notification | (Apr 1984) |
| 52.224-2 | Privacy Act | (Apr 1984) |
| 52.227-1 | Authorization and Consent | (Dec 2007) |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | (Dec 2007) |
| 52.227-3 | Patent Indemnity | (Apr 1984) |
| 52.227-14 | Rights In Data – General Alternate II | (Dec 2007) |
| 52.227-16 | Additional Data Requirements | (Jun 1987) |
| 52.227-17 | Rights In Data Special Works | (Jun 1987) |
| 52.227-21 | Technical Data Declaration Revision and Withholding of Payment – Major Systems | (Dec 2007) |
| 52.228-7 | Insurance—Liability to Third Persons | (Mar 1996) |
| 52.230-2 | Cost Accounting Standards | (Oct 2010) |
| 52.230-3 | Disclosure and Consistency of Cost Accounting Practices | (Oct 2008) |
| 52.230-6 | Administration of Cost Accounting Standards | (Jun 2010) |
| 52.232-1 | Payments | (Apr 1984) |
| 52.232-17 | Interest | (Oct 2008) |
| 52.233-1 | Disputes – Alt I | (Jul 2002) |
| 52.233-3 | Protest After Award--Alt I | (Jun 1985) |
| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation | Apr 1984 |
| 52.237-3 | Continuity of Services | Jan 1991 |
| 52.242-1 | Notice of Intent to Disallow Costs | Apr 1984 |
| 52.242-3 | Penalties for Unallowable Costs | May 2001 |
| 52.242-4 | Certification of Final Indirect Costs | Jan 1997 |
| 52.243-1 | Changes – Fixed Price -- Alt 1 | Aug 1984 |
| 52.243-2 | Changes – Cost Reimbursement--Alt 1 | Aug 1984 |
| 52.243-6 | Change Order Accounting | Apr 1984 |
| 52.244-2 | Subcontracts--Alt 1 | Jun 2007 |
| 52.244-5 | Competition in Subcontracting | Dec 1996 |
| 52.245-9 | Use and Charges | Jun 2007 |
| 52.249-2 | Termination for Convenience of the Government (Fixed Price) | May 2004 |
| 52.249-6 | Termination (Cost-Reimbursement) | May 2004 |
| 52.249-8 | Default (Fixed-Price Supply and Service) | Apr 1984 |
| 52.249-14 | Excusable Delays | Apr 1984 |

I.1.2 FAR CLAUSES IN FULL TEXT.

52.217-8 OPTION TO EXTEND SERVICES.

Option to Extend Services (Nov 1999)

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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *30 days*.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within *30 days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five years, six months*.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

√ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

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√_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#))).

√_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

√_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___(5) [Reserved].

___(6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

√_ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___(10) [Reserved].

___(11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___(ii) Alternate I (Nov 2011) of [52.219-3](#).

___(12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___(ii) Alternate I (JAN 2011) of [52.219-4](#).

___(13) [Reserved]

___(14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

___(ii) Alternate I (Nov 2011).

___(iii) Alternate II (Nov 2011).

___(15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___(ii) Alternate I (Oct 1995) of [52.219-7](#).

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- ___(iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___(16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___(17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___(ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___(iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___(iv) Alternate III (Oct 2014) of [52.219-9](#).
- ___(18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- √ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___(20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___(22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___(23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ___(24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- √_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- √_ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- √_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- √_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- √_ (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).
- √_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- √_ (31) [52.222-37](#), Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- √_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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√ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___(ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

√ (34) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___(35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___(ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

√ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of [52.223-13](#).

___(37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of [52.223-14](#).

___(38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

√ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of [52.223-16](#).

√ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

√ (41) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

___(42)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___(ii) Alternate I (May 2014) of [52.225-3](#).

___(iii) Alternate II (May 2014) of [52.225-3](#).

___(iv) Alternate III (May 2014) of [52.225-3](#).

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___(43) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___(44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___(46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___(47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___(48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___(49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

√ (50) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___(51) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___(52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

√ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___(54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___(ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

√ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___(2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

___(3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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___(4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___(5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___(6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___(7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___(8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

___(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

___(10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).
- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (viii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))
- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi)
 - √ (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - ___(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (AUG 2013).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

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(xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS.

Equal Opportunity for Veterans (Jul 2014)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.1.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY REFERENCE

| CLAUSE NO. | CLAUSE TITLE | DATE |
|--------------|--|----------|
| 252.204-7003 | Control of Government Personnel Work Product | Aug 2013 |
| 252.227-7015 | Technical Data–Commercial Items. | Feb 2014 |

I.1.4 DFARS CLAUSES IN FULL TEXT

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.

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CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

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(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian assistance operations;
- (iii) Peace operations, consistent with Joint Publication 3-07.3; or

(iv) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

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(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF are aware—

- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

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(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) *Preliminary personnel requirements.*

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(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

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(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at

SECTION I – CONTRACT CLAUSES

<https://spot.altess.army.mil/privacy.aspx> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the [SPOT business rules](#).

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1)

SECTION I – CONTRACT CLAUSES

of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

SECTION I – CONTRACT CLAUSES

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian assistance operations;

(3) Peace operations consistent with Joint Publication 3-07.3; or

(4) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definition.* “United States,” as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall □

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD)

SECTION I – CONTRACT CLAUSES

provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is ☐

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [PGI 225.372-1](#)).

(End of clause)

I.1.3 GENERAL SERVICES ADMINISTRATION MANUAL (GSAM), GSAR INCORPORATED BY REFERENCE IAW 552.102

The full text of a provision or clause may be accessed electronically at:
GSAM website: <https://www.acquisition.gov/GSAM/gsam.html>

| Clause No | Clause Title | Date |
|------------------|--|-------------|
| 552.203-71 | Restriction on Advertising | Sep 1999 |
| 552.204-9 | Personal Identity Verification Requirements | Oct 2012 |
| 552.215-70 | Examination Of Records By GSA | Feb 1996 |
| 552.219-75 | GSA Mentor-Protégé Program | Sep 2009 |
| 552.219-76 | Mentor Requirements and Evaluation. | Mar 2012 |
| 552.228-5 | Government as Additional Insured | May 2009 |
| 552.232.1 | Payments | (Apr 1984) |
| 552.233-70 | Protests Filed Directly with the General Services Administration | (Mar 2000) |
| 552.237-71 | Qualifications of Employees. | May 1989 |
| 552.237-73 | Restriction on Disclosure of Information. | June 2009 |

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

| Attachment | Title |
|-------------------|--|
| A | COR Appointment Letter |
| B | Department of Defense (DD) 254 (electronically attached .pdf) |
| C | Corporate Non-Disclosure Agreement |
| D | Consent to Purchase Template (electronically attached .xls) |
| E | Request to Initiate Purchase Template (electronically attached .xls) |
| F | Negotiated Ceiling Rates (Not Applicable) |
| G | Offeror Q&A Template (Removed) |
| H | Problem Notification Report |
| I | Deliverable Acceptance-Rejection Report |
| J | Project Staffing Plan Template (Removed) |
| K | Key Personnel Qualification Matrix (Removed) |
| L | Travel Authorization Template (electronically attached .xls) |
| M | Monthly Status Report |
| N | Acronym List |
| O | Performance Requirements Summary (PRS) |
| P | Historical Staffing Profile |
| Q | Government Furnished Information |
| R | QASP (Removed) |
| S | Government Furnished Contractor Support Locations |
| T | Incremental Funding Chart for CPFF |

Attachment A COR Appointment Letter



LETTER OF APPOINTMENT

MEMORANDUM FOR Glenn Becker, FEDSIM PM

Subject: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the Contract, to include close out, unless rescinded or transferred. As the COR, your primary duty is to monitor the Contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the Contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the Contracting Officer or the Contract Specialist immediately when you are unable to perform these duties.

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Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

MONITORING AND EVALUATING PERFORMANCE

Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Contractor occurs, notify the Contracting Officer and/or the Contract Specialist immediately for resolution.

If the contract requires Key Personnel, the COR shall ensure that the personnel being used by the Contractor meet the requirements of the position. Review and approve travel and other direct cost (ODC) prior to the Contractor incurring those expenses. Any decrease in or lack of performance shall be brought to the attention of the Contracting Officer and/or Contract Specialist.

If applicable and in accordance with FAR 42.302, the COR shall monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance in Federal Acquisition Circular (FAC) 2005-34 and OMB Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

MONITORING COSTS

Review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, request a meeting with the Contractor and client in an attempt to resolve. If a resolution cannot be found, bring this to the attention of the Contracting Officer and/or Contract Specialist for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

CHANGES TO THE CONTRACT

You cannot authorize the Contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer. When in doubt, contact the Contracting Officer and/or Contract Specialist.

Any contract change requested by the Contractor must be put in writing by the Contractor to the Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the Contracting Officer or Contract Specialist. When the proposed change is received by the Contracting Officer, you will be required to provide the Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

SECTION J - LIST OF ATTACHMENTS

You must also recognize and report to the Contracting Officer any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. The COR must prepare, in writing, a written acceptance or rejection, provide it to the Contractor, and store a copy on the FEDSIM common drive. Immediately notify the Contracting Officer of all rejections and the reason for the action.

Review progress reports from the Contractor and advise the Contracting Officer of any Contractor problems or action required to be taken by the Government.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences, the COR shall sign any applicable non-disclosure forms. The COR shall also immediately report any potential conflict of interest to their supervisor.

CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an organized contract administration file to record all Contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

CONTRACT CLOSEOUT

Within 30 days after the Contractor has met all terms and conditions of the contract, you must evaluate the Contractor's performance using the information contained in General Services Administration Regulation (GSAR) 542.1503-71 (sample format attached).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the Contracting Officer or Contract Specialist. I understand and accept my assignment as the Contracting Officer's Representative (COR)

X

**Attachment B
DD 254**

PDFPlus.Document

(Electronically Attached)

SECTION J - LIST OF ATTACHMENTS

Attachment C Corporate Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT BETWEEN U.S. GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL SYSTEMS INTEGRATION AND MANAGEMENT CENTER (FEDSIM) AND [CONTRACTOR]

This agreement, made and entered into this _____ day of _____, 20XX (the "Effective Date"), is by and between GSA and [CONTRACTOR].

WHEREAS, [CONTRACTOR] and GSA FEDSIM have entered into [Contract No.], Task Order No. [INSERT] for services supporting the [CLIENT AGENCY AND PROGRAM/PROJECT NAME];

WHEREAS, [CONTRACTOR] is providing [DESCRIPTION, e.g., consulting/professional IT, engineering] services under the Task Order;

WHEREAS, the services required to support [PROGRAM/PROJECT NAME] involve certain information which the Government considers to be "Confidential Information"¹ as defined herein;

WHEREAS, GSA desires to have [CONTRACTOR]'s support to accomplish the Task Order services and, therefore, must grant access to the Confidential Information;

WHEREAS, [CONTRACTOR] through its work at a Government site may have access to Government systems or encounter information unrelated to performance of the Task Order which also is considered to be Confidential Information as defined herein;

WHEREAS, GSA on behalf of [CLIENT AGENCY] desires to protect the confidentiality and use of such Confidential Information;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Definitions.** "Confidential Information" shall mean any of the following: (1) "contractor bid or proposal information" and "source selection information" as those terms are defined in 41 U.S.C. § 2101; (2) the trade secrets or proprietary information of other companies; (3) other information, whether owned or developed by the Government, that has not been previously made available to the public, such as the requirements, funding or budgeting data of the Government; and *for contracts/orders providing acquisition assistance*, this term specifically includes (4) past performance information, actual/proposed costs, overhead rates, profit, fixed fee determinations, contractor employee data of Offerors/contractors, methods or procedures used to evaluate performance, assessments, ratings or deliberations developed in an evaluation process, the substance of any discussions or deliberations in an evaluation

¹ This does not denote an official security classification.

SECTION J - LIST OF ATTACHMENTS

process, and any recommendations or decisions of the Government unless and until such decisions are publicly announced. This term is limited to unclassified information.

- 2. Limitations on Disclosure.** [CONTRACTOR] agrees (and the [CONTRACTOR] Task Order personnel must agree by separate written agreement with [CONTRACTOR]) not to distribute, disclose or disseminate Confidential Information to anyone beyond the personnel identified in the [ATTACHED ADDENDUM], unless authorized in advance by the GSA Contracting Officer in writing. The Contracting Officer and [CLIENT POC] will review the Addendum to ensure it includes only those individuals to be allowed access to the information. The Addendum, which may be updated from time to time, is approved when signed by the GSA Contracting Officer and [CLIENT POC].
- 3. Agreements with Employees and Subcontractors.** [CONTRACTOR] will require its employees and any subcontractors or subcontractor employees performing services for this Task Order to sign non-disclosure agreements obligating each employee/subcontractor employee to comply with the terms of this agreement. [CONTRACTOR] shall maintain copies of each agreement on file and furnish them to the Government upon request.
- 4. Statutory Restrictions Relating to Procurement Information.** [CONTRACTOR] acknowledges that certain Confidential Information may be subject to restrictions in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. § 2104), as amended, and disclosures may result in criminal, civil, and/or administrative penalties. In addition, [CONTRACTOR] acknowledges that 18 U.S.C. § 1905, a criminal statute, bars an employee of a private sector organization from divulging certain confidential business information unless authorized by law.
- 5. Limitations on Use of Confidential Information.** [CONTRACTOR] may obtain Confidential Information through performance of the Task Order orally or in writing. These disclosures or this access to information is being made upon the basis of the confidential relationship between the parties and, unless specifically authorized in accordance with this agreement, [CONTRACTOR] will:
 - a) Use such Confidential Information for the sole purpose of performing the [PROGRAM/PROJECT] support requirements detailed in the Task Order and for no other purpose;
 - b) Not make any copies of Confidential Information, in whole or in part;
 - c) Promptly notify GSA in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and take all steps reasonably necessary to limit, stop or otherwise remedy such misappropriation, disclosure, or use caused or permitted by a [CONTRACTOR] employee.
- 6. Duties Respecting Third Parties.** If [CONTRACTOR] will have access to the proprietary information of other companies in performing Task Order support services for the Government, [CONTRACTOR] shall enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. [CONTRACTOR] agrees to maintain copies of these third party agreements and furnish them to the Government upon request in accordance with 48 C.F.R. § 9.505-4(b).

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- 7. Notice Concerning Organizational Conflicts of Interest.** [CONTRACTOR] agrees that distribution, disclosure or dissemination of Confidential Information (whether authorized or unauthorized) within its corporate organization or affiliates, may lead to disqualification from participation in future Government procurements under the organizational conflict of interest rules of 48 C.F.R. § 9.5.
- 8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to protection of Confidential Information in performance of the subject Task Order. This Agreement may not be modified except in writing signed by both parties.
- 9. Governing Law.** The laws of the United States shall govern this agreement.
- 10. Severability.** If any provision of this Agreement is invalid or unenforceable under the applicable law, the remaining provisions shall remain in effect.

In accordance with Public Law No. 108-447, Consolidated Act, 2005, the following is applicable:

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

- 11. Beneficiaries.** If information owned by an individual or entity not a party to this agreement is disclosed or misappropriated by [CONTRACTOR] in breach of this agreement, such information owner is a third party beneficiary of this agreement. However, nothing herein shall create an independent right of action against the U.S. Government by any third party.

IN WITNESS WHEREOF, GSA and [CONTRACTOR] have caused the Agreement to be executed as of the day and year first written above.

UNITED STATES GENERAL SERVICES ADMINISTRATION

Name

Date

Contracting Officer

SECTION J - LIST OF ATTACHMENTS

[CONTRACTOR]

Name*

Date

Title

*Person must have the authority to bind the company.

Attachment D

Consent to Purchase Template



Consent to Purchase
template 8-18-15.xls

(Electronically Attached) Attachment E

Request to Initiate Purchase Template



Request to Initiate
Purchase 08-28-15.x

(Electronically Attached) Attachment F

Negotiated Ceiling Rates

(Not Applicable)

SECTION J - LIST OF ATTACHMENTS

**Attachment G
Offeror Q&A Template
(Removed)**

SECTION J - LIST OF ATTACHMENTS

Attachment H Problem Notification Report

PROBLEM NOTIFICATION REPORT

TASK ORDER NUMBER: _____ DATE: _____

1. Nature and sources of problem:
2. COR was verbally notified on: (date) _____
3. Is action required by the Government? Yes _____ No _____
4. If YES, describe Government action required and date required:
5. Will problem impact delivery schedule? Yes _____ No _____
6. If YES, identify what deliverables will be affected and extent of delay:
7. Can required delivery be brought back on schedule? Yes _____ No _____
8. Describe corrective action needed to resolve problems:
9. When will corrective action be completed?
10. Are increased costs anticipated? Yes _____ No _____
11. Identify amount of increased costs anticipated, their nature, and define Government responsibility for problems and costs:

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Attachment I Deliverable Acceptance-Rejection Report

DELIVERABLE ACCEPTANCE/REJECTION FORM

Dear [Glenn Becker](#)

Please review the deliverable identified below, sign and date, and provide any comments either in the space provided or on an attached form. Comments are due by **XX/XX/20XX**.

DELIVERABLE NAME:

AGENCY NAME:

PROJECT NAME:

FEDSIM TASK ORDER/CONTRACT NUMBER:

FEDSIM PROJECT NUMBER:

DELIVERABLE DUE DATE:

I have reviewed the aforementioned document and have:

- ☐ Accepted it without comments
- ☐ Accepted it with comments
- ☐ Rejected it with comments

COMMENTS:

[\(name\)](#)
[\(title\)](#)

[\(date\)](#)

SECTION J - LIST OF ATTACHMENTS

Attachment J
PROJECT STAFFING PLAN TEMPLATE
(Removed)

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Attachment K Key Personnel Qualification Matrix

(Removed)

Attachment L Travel Authorization Template



Travel Authorization
06-12-12.xlsx

(Electronically Attached)

Attachment M Monthly Status Report

MONTHLY STATUS REPORT FOR (MONTH AND YEAR)

Contractor Name
Task Order Number
Prepared by:
Reporting Period:
Page 1 of ____

Monthly Status Report

Work Planned for the Month

Work Completed During the Month (Including a list of Deliverables provided to the Government)

Work Not Completed During the Month

Work Planned for Next Month

Contract Meetings

Indicate the meeting date, meeting subject, persons in attendance and duration of the meeting.

Deliverable Status

Issues/Questions/Recommendations

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Risks

Indicate potential risks, their probability, impact, and proposed mitigation strategy.

Funds/Hours Expended

Total hours expended by the contractor during the week. Total funds expended by the contractor during the week.

Attachment N

ACRONYM LIST

| | |
|---------|--|
| AD | Architecture Design |
| AFDO | Award Fee Determining Official |
| AFDP | Award Fee Determination Plan |
| AFEB | Award Fee Evaluation Board |
| AFRL | Air Force Research Lab |
| AMN | Afghanistan Mission Network |
| ANS | American National Standards Institute |
| AOR | Area of Responsibility |
| ATAC | Advanced Technology Application Center |
| AtN | Attack the Network |
| ATO | Authority to Operate |
| BN | Battalion |
| C2 | Command and Control |
| C&A | Certification and Accreditation |
| CA | Contract Award |
| CDD | Critical Design Document |
| CDR | Critical Design Reviews |
| CENTCOM | US Central Command |
| CENTRIX | Central Command Regional Intelligence Exchange System |
| CFAO | Cognizant Federal agency official |
| CFM | Contractor Furnished Material |
| CI | Counter intelligence |
| CM | Configuration Management |
| CMP | Configuration Management Plan |
| COA | Courses of Action |
| COIC | Counter-IED Operations/Intelligence Integration Center |
| COCOM | Combatant Command |
| CONOP | Concept of Operations |
| CONUS | Continental United States |
| COP | Common Operating Picture |
| COR | Contracting Officer Representative |
| COTS | Commercial Off-The-Shelf |
| CPU | Central processing unit |
| CRB | Configuration Management Review Board |
| CSTs | Corps Support Teams |
| CTC | Combat Training Center |
| CTP | Consent to Purchase |

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| | |
|-----------|---|
| CTTSO | Combating Terrorism Technical Support Office |
| CX-I | CENTRIX-ISAF |
| CY | Calendar Year |
| DACS | Data and Analysis Center for Software |
| DBA | Defense Base Act |
| DCGS | Distributed Common Ground System |
| DCGS-A | Distributed Common Ground Station – Army |
| DD | Data Dictionary |
| DD | Description Document |
| DEPSECDEF | Deputy Secretary of Defense |
| DFARS | Defense Federal Acquisition Regulation Supplement |
| DIACAP | DoD Information Assurance Certification and Accreditation Process |
| DIB | DCGS Integrated Backbone |
| DISA | Defense Intelligence Security Agency |
| DOD | Department of Defense |
| DSSR | Department of State Standardized Regulations |
| DST | Division Expeditionary Force Support Team |
| DTED | Digital Terrain Elevation Data |
| DTIC | Defense Technology Information Center |
| EAR | Export Administration Regulations |
| EAS | Enterprise Software Agreements |
| EIA | Electronic Industries Alliance |
| ETA | Estimated Time of Arrival |
| EUCOM | European Command |
| EVM | Earned Value Management |
| FADE | Fusion Analysis Development Effort |
| FOB | Forward Operating Base |
| FOC | Full Operational Capability |
| FSC | Federal Service Code |
| FTE | Full Time Equivalent |
| GFE | Government Furnished Equipment |
| GFM | Government Furnished Materials |
| GIG | Global Information Grid |
| GOTS | Government Off-The-Shelf |
| GSA | General Services Administration |
| GTMI | Ground Moving Target Indicator |
| GUI | Graphical User Interface |
| GWOT | Global War on Terrorism |
| HBSS | Host Based Security Systems |
| IATO | Interim Authority to Operate |
| IED | Improvised Explosive Device |
| IMS | Integrated Master Schedule |
| INTEL/CI | Intelligence/Counter Intelligence |
| IPR | Integrated Progress Review |
| ISAAC | Information Sharing and Advanced Collaboration |
| ISAF | International Security Assistance Force |
| ISR | Intelligence, Surveillance, Reconnaissance |
| IT | Information Technology |
| ITAR | International Traffic in Arms Regulations |

SECTION J - LIST OF ATTACHMENTS

| | |
|----------|---|
| IW | Irregular Warfare |
| IWA | Irregular Warfare Analysis |
| JCAST-IT | JIDA Analytical Support Team Information Technology |
| JCW | Joint Coalition Warfighting Center |
| JIEDDO | Joint Improvised Explosive Device Defeat Organization |
| JRMC | Joint Multinational Readiness Center |
| JRTC | Joint Readiness Training Center |
| JITC | Joint Interoperability Test Command |
| JTR | Joint Travel Regulations |
| JWICS | Joint Worldwide Intelligence Communications Systems |
| LIDAR | Light Detection and Ranging |
| LNO | Liaison Officer |
| LTOV | Latest Time of Value |
| MOE | Measure of Effectiveness |
| MAR | Material Action Request |
| MCTP | Mission Command Training Program |
| MEB | Marine Expeditionary Brigade |
| MEF | Marine Expeditionary Force |
| MIC | Multi-Intelligence Core |
| MID | Mission Integration Division |
| MOSS | Microsoft Office Share Point Server |
| MRX | Mission Readiness Exercise |
| MSD | Mission Support Division |
| MSR | Monthly Status Report |
| MST | Marine Expeditionary Force Support Team |
| NATO | North Atlantic Treaty Organization |
| NCES | Net-Centric Enterprise Services |
| NID | Netcentric Innovation Division |
| NIPRNet | Unclassified but Sensitive Internet Protocol Router Network |
| NLAN | NIPRNet Local Area Network |
| NTC | National Training Center |
| NTR | New Technology Reports |
| OCONUS | Outside the Continental United States |
| ODCs | Other Direct Costs |
| OPCON | Operational Control |
| OPLAN | Operation Plan |
| OPSEC | Operational Security |
| ORSA | Operations Research Systems Analysis |
| PDA | Personal Digital Assistant |
| PDD | Preliminary Design Document |
| PDR | Preliminary Design Reviews |
| PM | Program Manager |
| PMP | Project Management Plan |
| PMR | Personnel Manning Roster |
| POP | Period of Performance |
| PRS | Performance Requirements Summary |
| PWS | Performance Work Statement |
| REF | Rapid Equipping Force |
| RIP | Request to Initiate Purchase |
| RFS | Request for Support |

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| | |
|---------|---|
| QAP | Quality Assurance Plan |
| QCP | Quality Control Plan |
| RCT | Regimental Combat Team |
| RIPR | Request to Initiate Purchase |
| SCI | Sensitive Compartmented Information |
| SDD | System Design Document |
| SDPP | Software Develop Program Plan |
| SDR | System Design Review |
| SERB | System Engineering Requirements Board |
| SIL | Systems Integration Lab |
| SIPRNet | Secret Internet Protocol Router Network |
| SLAN | SIPRNET Local Area Network |
| SOCAF | Special Operations Command Air Force |
| SOCAPAC | Special Operations Command Pacific |
| SOF | Special Operation Forces |
| SOP | Standard Operating Procedure |
| SWRD | Software Requirements Document |
| SRD | System Requirements Document |
| SRR | Software Requirements Reviews |
| SRR | System Requirements Reviews |
| SSBI | Single Scope Background Investigation |
| SSBI-PR | SSBI- Periodic Review |
| SVDD | Software Version Description Document |
| T&E | Test and Evaluation |
| TACON | Tactical Control |
| TECOM | Training and Education Command |
| TEMP | Test and Evaluation Master Plan |
| TLAN | Top Secret Local Area Network |
| TP | Test Plan |
| TPLM | Time-phased Labor Mix |
| TPOC | Technical Point of Contact |
| TSE | Technology and Systems Engineering |
| TR | Test Report |
| TTP | Tactics, Techniques, and Procedures |
| UCC | Unified Combatant Command |
| UIC | Unique Identification Code |
| UDOP | User Defined Operational Picture |
| USACAE | US Army Command Europe |
| USFK | US FORCES KOREA |
| VTC | Video Teleconferencing |
| WBS | Work Breakdown Structure |

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Attachment O

JIDA SOF ST Performance Requirements Summary

| Program Management [Weight: 10% or 20%] | | | | |
|--|-----------|---|--|-------------------|
| Desired Outcome: The Contractor achieves the Desired Outcomes of this Task Order and delivers performance within cost and schedule constraints. | | | | |
| Required Services: See Section C.4.1, Task 1 Provide Program Management | | | | |
| Performance Measures | Weighting | Acceptable Quality Level (AQL) | Monitoring Method | Deterrents |
| Cost Performance Plan | 90% | <p><u>Quantitative:</u> Deviation from cost performance plan shall not exceed +/-5% (80%)</p> <p><u>Qualitative:</u> Contractor accurately projects and controls costs, timely notification. (20%)</p> | <p>The Government will monitor the monthly reports, invoices, and IPRs.</p> <p>The contractor shall provide the summary data with details available to the Government to minimize administrative burden.</p> | Remedial Meetings |
| Effectiveness of Program Management Timeliness and quality of program management documentation and deliverables | 10% | <p><u>Quantitative:</u> 95% of Travel Authorizations (TAs), Requests to Initiate Purchase (RIPs), invoices, and other deliverables from Section F of the task order are timely and accepted on the first submission. (75%)</p> <p><u>Qualitative:</u> Useful, accurate, timely information and support provided. (25%)</p> <p>This measure does not address RFSs.</p> | COR and/or TPOC will monitor individual TAs, RIPs, invoices, and other deliverables. | Remedial Meetings |

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| Provide Deployable C-IED Support Teams for Special Operations Forces [Weight: (80%)] | | | | |
|---|-----------|--|---|-----------------------|
| Desired Outcome: | | | | |
| <ol style="list-style-type: none"> JIDA satisfies 100% of the approved support team demand from field operating Commanders for advisory support for C-IED and AtN operations. Operations and intelligence fusion, analysis, training, and sensitive activity support to the JIDA, Combatant Commanders, federal agencies, and coalition partners enables freedom of maneuver from IEDs and enhance a collective ability to counter threat networks and supporting activities (Goal 2, JIDA Strategic Plan 2012-2016). Provide and maintain trained and experienced experts to support an analytical capability and a rotational base for the forward element (reach-back). | | | | |
| Required Services: See Section C.4.2, Task 2 (Provide Deployable C-IED Support Teams for Special Operations Forces); Section C.4.3, Task 3 (Surge Option). | | | | |
| Performance Measures | Weighting | Acceptable Quality Level (AQL) | Monitoring Method | Incentives/Deterrents |
| Operational Availability (Ao) of qualified deployed analysts | 40% | 100% of deployed analyst billets are filled with qualified (meet education, experience, and training requirements) | The Government will identify time-phased staffing needs indicating the number and qualifications of deployed staff over time. The contractor fill rate will be monitored monthly and compared to the time-phased staffing needs. The Contractor shall provide the summary data details available to the Government to minimize administrative burden. | Remedial Meetings |
| Provide operationally relevant and timely operations-intelligence fusion, analytical support, and training integration to enable Combatant Commanders to attack threat networks. (JIDA 2012 Strategic Plan, Objective 2.2) | 30% | Latest Time of Value (LTOV). 99% of products and reports in the reporting period delivered within LTOV. | The Contractor shall monitor the date of submission of products and reports compared to the agreed LTOV, and provide a monthly summary report to the government at IPR. LTOV dates revised by the | Remedial Meetings |

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|--|------------------|--|---|------------------------------|
| | | | Government for internal Government reasons are included in agreed LTOV. LTOV dates revised because the contractor did not provide acceptable products at original LTOV are considered to have not been delivered within LTOV. | |
| Request for Support (RFS) Quality | 30% | 90% of RFS products for which the SOF Support Team is lead receive a good or only minor issue rating in Administrative Process Review (80%). 90% of RFS products for which SOF Support Team is lead have complete entries in Collaborative Operational Support Environment (COSE) (20%) | The Government will monthly audit RFS products to evaluate compliance with JIDA and Intelligence Community (IC) security classification standards, compliance with JIDA templates and processes, and accurate data entry in COSE and the RFS tracker. | Remedial Meetings |
| Transition In and Transition Out [Weight: 10% or 0%] | | | | |
| Desired Outcomes: JIDA SOF ST support is sustained in a controlled and deliberate manner throughout transition with no degradation in capabilities during transition. Initial Operational Capability (IOC) is achieved as soon as possible, but not less than 90 calendar days after task order award. Full Operational Capability (FOC) is achieved as soon as possible, but no later than 180 calendar days, after task order award. Transition Out is planned and managed. | | | | |
| Required Services: See Section C.4.4, Task 4, Provide Transition In and Transition Out | | | | |
| Performance Measures | Weighting | Acceptable Quality Level (AQL) | Monitoring Method | Incentives/Deterrents |
| Achieve Initial Operational Capability (IOC) as soon as possible, but no later than 90 calendar days after task order award. | 100% | IOC is defined as follows: <ul style="list-style-type: none"> 80% of all positions fully staffed with fully qualified and trained personnel (See | The Contractor shall conduct weekly Operational Readiness Reviews (ORRs) for the Government to monitor progress toward achieving FOC. | Remedial Meetings |

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|---|------|--|---|-------------------|
| | | <p>Sections H.6.1 and H.10)</p> <ul style="list-style-type: none"> Contractor assumes full responsibility for management of the task order All performance measures in force and enforced by the contractor. No further support required from the outgoing contract. | | |
| Achieve Full Operational Capability (FOC) as soon as possible, but no later than 180 calendar days after task order award. | 100% | <p>FOC is defined as follows:</p> <ul style="list-style-type: none"> All positions fully staffed with fully qualified and trained personnel (See Sections H.6.1 and H.10) Contractor assumes full responsibility for management of the task order All performance measures in force and enforced by the contractor. No further support required from the outgoing contract. | <p>The Contractor shall conduct weekly Operational Readiness Reviews (ORRs) for the Government to monitor progress toward achieving FOC.</p> | Remedial Meetings |
| <p>This Performance Measure is in effect only during the last 6 months of the task order period of performance.</p> <p>The Contractor shall ensure a smooth transition to a new Contractor with no disruption to vital Government business.</p> | 100% | <p>The Transition-Out Plan is delivered to the Government as required and is accepted by the Government after one review and update cycle.</p> <p>The contractor shall execute in accordance with the approved Transition-Out Plan.</p> <p>Deviations and waivers to the</p> | <p>Government 100% review and comment of the Transition-Out Plan.</p> <p>The Contractor shall conduct weekly Operational Transition Reviews (OTRs) for the Government to monitor progress toward achieving complete task order phase out.</p> | Remedial Meetings |

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| | | plan must be approved by the Government. | | |
|--|--|--|--|--|

PERFORMANCE REQUIREMENTS SUMMARY (PRS) OVERVIEW

The Performance Requirements Summaries (PRS) focuses on the Desired Outcomes for this Task Order and integrates the essential elements of the following traditionally separate documents: the traditional PWS and the Quality Assurance Surveillance Plan (QASP). Essential elements of the traditional PWS are included in Required Services with a focus on the Desired Outcomes. Essential elements of the QASP are included in the outcome-oriented Performance Measures, AQLs, and Monitoring Methods. Performance Measures are the most relevant indicators of progress toward meeting the Government’s Desired Outcomes. The PRS is intended to focus the energies of every team member, Industry and Government, on achieving the Desired Outcomes throughout the period of performance of the Task Order. The Government may encapsulate or reference the essential elements from the PRS into a more complete document that includes additional information such as: roles and responsibilities (e.g., TPOC, COR, Contracting Officer, Contractor), Government oversight organization and processes, and other typically internal Government information.

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Attachment P

Historical Staffing Profile

The Historical Staffing Profile, in the table below, represents the historical COIC requirements, by location, to satisfy COIC's mission as well as support MOAs with other organizations. Personnel qualifications for the Task Order Project Manager (TOPM) and Senior SOF Advisor are delineated under Key Personnel (**Section H.6.1**). Personnel qualifications for the SOF Operations Integrators (Ops) and SOF Intelligence positions (Intel) are delineated in **Section H.6.3**. SOF Intelligence Analysts are further divided into the following four (4) disciplines also as described in **Section H.6.3**:

- a. SOF Integrator (Intelligence)
- b. SOF Intelligence Analyst – All Source (including GEOINT)
- c. SOF Intelligence Analyst - HUMINT
- d. SOF Weapon Technical Intelligence (WTI) Analyst

The SOF ST Historical Staffing Profile shown below was subject to rapid change to meet evolving mission requirements.

In addition, unpredictable world events may demand the need for a staffing surge anytime during the task order period of performance. This surge capability will be accommodated through a "Surge Option" which may be exercised at anytime during the task order period of performance. The Offeror shall be prepared to quickly respond to the Surge Option at any time during the period of performance. However, note the Period of Performance for the Surge Option/CLIN does not begin until Option Year 1.

Surge Option: Period of performance – Option Year 1 and Option Year 2

Increase staffing by 25 FTEs including 17 at JIDA/CONUS (12 Intel, 5 Ops) and 8 (5 Intel, 3 Ops) deployed to Hazardous Duty/Combat Zones.

SOF ST Historical Staffing Profile Table (Full Time Equivalents - FTEs)

| Location | | Start | | | | |
|--------------------------|----------------------|---------|-------------|---------|-----|--------|
| | | TOPM | SOF Advisor | Intel | Ops | Totals |
| CONUS | COIC/NCR | (b) (5) | | | | |
| | Coronado, CA | | | (b) (5) | | |
| | Ft Bragg, SC | | | (b) (5) | | |
| | Tampa, FL | | | (b) (5) | | |
| | Colorado Springs, CO | | | (b) (5) | | |
| | Miami, FL | | | (b) (5) | | |
| OCONUS | Stuttgart, GE | | | (b) (5) | | |
| | Honolulu, HI | | | (b) (5) | | |
| | RAF Molesworth, UK | | | (b) (5) | | |
| Hazard Duty/ Combat Zone | Afghanistan | | | (b) (5) | | |
| | Somalia | | | (b) (5) | | |
| | Kenya | | | (b) (5) | | |
| | Niger | | | (b) (5) | | |

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| | | | | |
|--------|------------|---------|--|---------|
| | Nigeria | | | (b) (5) |
| | Libya | | | (b) (5) |
| | Mauritania | | | (b) (5) |
| | Tunisia | | | (b) (5) |
| | Mali | | | (b) (5) |
| | Other | | | (b) (5) |
| Totals | | (b) (5) | | |

ATTACHMENT O

GOVERNMENT FURNISHED INFORMATION

Information relevant to the performance of this task order is located in a SharePoint Library located on the COIC Portal which is hosted on the COIC Secret Local Area Network (SLAN). The COIC Portal is accessible through the SIPRNet or from workstations at the COIC facility. The information posted in the Library is subject to change without notice or announcement. It is the contractor's responsibility to monitor the Library for updates. The specific URL for the Library is as follows:

<https://staging-portal.coic.smil.mil/teams/MSD/contracting/Public%20Documents/Forms/AllItems.aspx>

Access is also available by completing the following steps:

- Enter the COIC Portal by pressing the Internet Explorer Browser icon.
- Click the "Teams" Tab at the top of the page.
- Click the "Contracting Branch" adjacent to the Mission Support Division.
- Click "Public Documents" on the left side of the page.

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ATTACHMENT R

Quality Assurance Surveillance Plan (QASP)
(Removed)

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ATTACHMENT S

GOVERNMENT FURNISHED CONTRACTOR SUPPORT LOCATIONS

In accordance with DFARS clause 5152.225-5908 "Government Furnished Contractor Support" provided in the IDIQ contract. Services are only provided at the following locations:

Bagram Airfield:

 Camp Alpha

 Camp Vance

Kandahar Airfield:

 Camp Brown

 Camp McDowell

FOB Fenty:

 Camp Duffman

Camp Souter

Camp Integrity

North Kabul International Airport (NKIA)

Camp Morehead, Afghanistan

U.S. Camps in Afghanistan

U.S. Camps in Erbil, Iraq

Camp Arifjan, Kuwait

Naval Support Activity Bahrain

U.S. Camps in Qatar

U.S. Camps in Turkey

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ATTACHMENT I

Incremental Funding Chart for CPEF



(b) (4)

| CLIN | COST/PRICE | FIXED FEE | TOTAL | FUNDED COST | FUNDED FEE | TOTAL |
|---|------------|------------|-------------------|-------------|------------|------------|
| 0001 Tasks 1 (not including subtask 1 1), 2, and 4 Labor | (b) (4) | \$ (b) (4) | \$ (b) (4) | (b) (4) | (b) (4) | \$ (b) (4) |
| 0002 NTE Travel | \$ (b) (4) | (b) (4) | \$ (b) (4) | \$ (b) (4) | \$ - | \$ (b) (4) |
| 0003 NTE Tools | \$ (b) (4) | (b) (4) | \$ (b) (4) | \$ (b) (4) | \$ - | \$ (b) (4) |
| 0004 NTE ODCs | \$ (b) (4) | (b) (4) | \$ (b) (4) | \$ (b) (4) | \$ - | \$ (b) (4) |
| 0005 Accounting for Contractor Services (Task 1, Subtask 1 1) | \$ - | (b) (4) | \$ - | \$ - | \$ - | \$ - |
| SUBTOTAL (BASE PERIOD) | \$ (b) (4) | (b) (4) | \$ 58,352,751.66 | \$ (b) (4) | (b) (4) | \$ (b) (4) |
| 1001 Tasks 1 (not including subtask 1 1), 2, and 4 Labor | \$ (b) (4) | \$ (b) (4) | (b) (4) | | | \$ - |
| 1002 Tasks Labor (Surge) | \$ (b) (4) | (b) (4) | (b) (4) | | | \$ - |
| 1003 NTE Travel | \$ (b) (4) | (b) (4) | (b) (4) | | | \$ - |
| 1004 NTE Tools | \$ (b) (4) | (b) (4) | (b) (4) | | | \$ - |
| 1005 NTE ODCs | \$ (b) (4) | (b) (4) | (b) (4) | | | \$ - |
| 1006 NTE Accounting for Contractor Services (Task 1, Subtask 1 1) | \$ - | (b) (4) | (b) (4) | | | \$ - |
| SUBTOTAL - OPTION PERIOD 1 | \$ (b) (4) | \$ (b) (4) | (b) (4) | \$ - | \$ - | \$ - |
| 2001 Tasks 1 (not including subtask 1 1), 2, and 4 Labor | \$ (b) (4) | \$ (b) (4) | (b) (4) | | | \$ - |
| 2002 Tasks Labor (Surge) | \$ (b) (4) | (b) (4) | (b) (4) | | | \$ - |
| 2003 NTE Travel | \$ (b) (4) | (b) (4) | (b) (4) | | | \$ - |
| 2004 NTE Tools | \$ (b) (4) | (b) (4) | (b) (4) | | | \$ - |
| 2005 NTE ODCs | \$ (b) (4) | (b) (4) | (b) (4) | | | \$ - |
| 2006 NTE Accounting for Contractor Services (Task 1, Subtask 1 1) | \$ - | (b) (4) | (b) (4) | | | \$ - |
| SUBTOTAL - OPTION PERIOD 2 | \$ (b) (4) | \$ (b) (4) | (b) (4) | \$ - | \$ - | \$ - |
| TOTAL PERIOD OF PERFORMANCE | \$ (b) (4) | \$ (b) (4) | \$ 150,621,257.87 | \$ (b) (4) | \$ (b) (4) | \$ (b) (4) |